IPM INTEGRITY
PROPERTY MANAGEMENT

5665 CORAL RIDGE DRIVE,
CORAL SPRINGS, FL 33076

PH: 954.346.0677

January 5th, 2021

To: Country Point Estates Community Association, Inc.

Re: Recorded Certificate of Amendment to the Declaration of Covenants and Restrictions of Country Point Estates Community Association, Inc.

Attached is a copy of the recorded Certificate of Amendments to the Declaration of Homeowners Association of Country Point Estates. Please add these pages to your existing documents. It will also assist the Association with Homeowners leasing out their properties without the consent of the approving parties prior to doing so.

Russ Sanguedolce, LCAM
On behalf of the Board of Directors,
Country Point Estates, HOA

Instr# 116957984 , Page 1 of 4, Recorded 12/30/2020 at 11:41 AM
Broward County Commission

This instrument was prepared by
and should be returned to:
Matthew Zifrony, Esq.
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, FL 33301

CERTIFICATE OF AMENDMENT TO THE SECTION DECLARATION OF COMMUNITY COVENANTS FOR COUNTRY POINT ESTATES

The undersigned, as the President and Secretary of Country Point Estates Community Association, Inc. (the "Association"), certifies that the attached is a true and accurate copy of an Amendment to the Section Declaration of Community Covenants for Country Point Estates (the "Declaration") as described in O.R. Book 14929 at Page 0079 of the Official Records of Broward County, Florida, duly approved by at least two thirds of the Owners (as that term is defined in the Declaration.

IN WITNESS WHEREOF, the undersigned being the President and Secretary of this Association, has executed this Amendment to the Declaration this 16 day of December, 2020.

WITNESSED:

Witness

Printed Name of Witness

Witness

C. Eric Whittle
Printed Name of Witness

Witness

Cynthia C. Whittle
Printed Name of Witness

Witness

John C. Whittle

Country Point Estates Community Association, Inc.

By:
Print Name: STEVEN GINSBURG
Its: President

By:
Print Name: Peter Farrand
Its: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 16 day of December, 2020, by Steven Ginsburg, as the president of Country Point Estates Community Association, Inc. He/she is ☑ personally known or ☐ produced identification. Type of identification produced: _____.

RHONDA MANOCCHIO
MY COMMISSION # GG 060366
EXPIRES: April 17, 2021
Bonded Thru Budget Notary Services

Rhonda Manocchio
Print Name: Rhonda Manocchio
NOTARY PUBLIC, State of Florida
My Commission Expires:

(NOTARY SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 16 day of December, 2020, by Peter Farrard, as the secretary of Country Point Estates Community Association, Inc. He/she is ☑ personally known or ☐ produced identification. Type of identification produced: _____.

RHONDA MANOCCHIO
MY COMMISSION # GG 060366
EXPIRES: April 17, 2021
Bonded Thru Budget Notary Services

Rhonda Manocchio
Print Name: Rhonda Manocchio
NOTARY PUBLIC, State of Florida
My Commission Expires:

(NOTARY SEAL)

AMENDMENT TO THE SECTION DECLARATION OF COMMUNITY COVENANTS FOR COUNTRY POINT ESTATES

(Additions are indicated by **underline**; deletions by [~~strikethrough~~])

Section 5.03 of the Declaration is amended to read as follows:

Section 5.03. Leases. ~~All leases of a HOME must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than six (6) months.~~ An OWNER may only lease their HOME, or renew the lease of their HOME, if the lease/renewal and the occupancy contemplated thereby is in writing and has been approved in advance, in writing, by the ASSOCIATION. Only an entire HOME may be leased. Rent-sharing and the rental of rooms or a portion of a HOME is prohibited in all instances. The term of all leases and any lease renewals must be for a minimum of twelve (12) months. No OWNER may lease their HOME more than once in any 12-month period. No OWNER may lease their HOME within the first twenty four (24) months following the date that the OWNER acquired their HOME. All leases of a HOME must comply with and are subject to the provisions of this DECLARATION, the BYLAWS, the ARTICLES, and the ASSOCIATION'S rules and regulations (collectively, the "GOVERNING DOCUMENTS"), as well as Chapter 720 of the Florida Statutes, as amended from time to time, and the provisions of all of the foregoing shall be deemed expressly incorporated into each lease of a Home. For all leases and all lease renewals, the OWNER of the HOME must provide the ASSOCIATION with the following at least 21 days prior to the occupancy by the proposed tenant(s) or the date on which the lease was to renew: (a) a copy of the proposed lease agreement or lease renewal; (b) a fully completed lease application; (c) an authorization signed by the potential tenant granting permission of the ASSOCIATION to check the potential tenant's background; (d) a non-refundable application review fee in an amount determined by the ASSOCIATION from time to time to cover the cost to properly screen the proposed tenant; and (e) any other information that the ASSOCIATION may reasonable request. The lease application and the authorization shall be on forms provided by the ASSOCIATION. Within fifteen (15) days after receiving the lease application, the ASSOCIATION must send the OWNER a written acknowledgment of receipt of same and specifically identify any portion of the lease application that is incomplete or completed incorrectly and any items that are missing. If the OWNER fails to return to the ASSOCIATION a properly complete lease application along with any missing items then the ASSOCIATION may automatically reject the lease request but subject to reconsideration when a properly completed lease application along with each of the missing items are received by the ASSOCIATION. The ASSOCIATION, within fifteen (15) days following its receipt of a properly completed lease application along with all required items, will notify the OWNER whether the lease approval application has been approved or disapproved by the ASSOCIATION. If disapproved, such notice will include the specific reasons for the disapproval. Amongst other things, the ASSOCIATION will take into consideration the following factors when determining whether it will approve a lease application, a lease or a lease renewal: (A) the length of the term of the lease; (B) how often the HOME has been leased; (C) when the OWNER of the HOME acquired its ownership interest in the HOME; (D) the number of HOMES that are leased at the ASSOCIATION; (E) if the ASSOCIATION has reason to believe that the leasing of the HOME will result in the proposed tenant violating any of the GOVERNING DOCUMENTS; (F) if the OWNER allowed the proposed tenant to take occupancy of the HOME prior to the ASSOCIATION considering or approving the lease; (G) if the proposed tenant has a history of disruptive behavior or disregard for the rights or property of others as evidenced by his or her conduct at the ASSOCIATION or in other social organizations, communities or associations; (H) the results of the background check of the proposed tenant(s) including whether the proposed tenant(s) has/have a history of financial irresponsibility including bankruptcy or foreclosure or a discharged/dismissed bankruptcy or foreclosure; (I) whether the proposed tenant has ever been evicted from another property; (J) whether the OWNER of the HOME is delinquent in their obligation to pay any amount to the ASSOCIATION or is otherwise in violation of any of the GOVERNING DOCUMENTS; and (K) any other factors that the ASSOCIATION deems relevant. The ASSOCIATION may condition its approval of the lease applicant and the lease agreement on the applicant and the OWNER of the HOME entering into a written agreement with the ASSOCIATION

that provides the ASSOCIATION with, amongst other rights and remedies, the right to evict the applicant from the HOME in accordance with Section 7.06 of this DECLARATION in the event the applicant fails to comply with any of the GOVERNING DOCUMENTS and the right to collect the rent payments from the applicant if the OWNER of the HOME is delinquent in its obligation to pay any ASSESSMENTS to the ASSOCIATION. Consistent with the ASSOCIATION'S rights under Section 7.06 of this DECLARATION, the ASSOCIATION shall have the power to evict any tenant or occupant of a HOME that is not approved by the ASSOCIATION or enjoin such PERSON from returning to the HOME with the ASSOCIATION being permitted to assess against the applicable OWNER the expense of such action, including costs and attorneys' fees through trial and appellate levels, and collect such ASSESSMENT and have a lien for same in accordance with Section 7 of this DECLARATION if not paid upon the ASSOCIATION'S demand.

W/C TRI-COUNTY FOR:
PREFERRED TITLE, INC.
7777 Glades Rd., Ste. 110
Boca Raton, FL 33434

INSTR # 105137389
OR BK 39968 Pages 333 - 336
RECORDED 06/29/05 15:58:36
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2075
#1, 4 Pages

This Instrument Prepared By:
Record and Return To:

Andrew B. Blasi, Esq.
Shapiro, Blasi & Wasserman, P.A.
7777 Glades Road, Suite 110
Boca Raton, Florida 33434

(Space Above Line For Recording Purposes)

AMENDMENT TO BYLAWS (Exhibit "C") OF SECTION DECLARATION OF COMMUNITY COVENANTS FOR COUNTRY POINT ESTATES

THIS AMENDMENT to the BYLAWS (Exhibit "C") of Section Declaration of Community Covenants for Country Point Estates ("Amendment") is made this ___ day of January, 2005, by Country Point Estates Community Association, Inc., a Florida not-for-profit corporation ("Section Association").

WITNESSETH:

Whereas, that certain Section Declaration of Community Covenants for Country Point Estates, together with all exhibits attached thereto, was recorded on November 4, 1987, in Official Records Book 14929, Page 79, of the Public Records of Broward County, Florida ("DECLARATION"); and,

Whereas, Paragraph 6.04 of the DECLARATION provides as follows:

> In addition to ASSESSMENTS for COMMON EXPENSES, the first OWNER acquiring title to a LOT with a HOME constructed thereon shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER'S responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

Whereas, under and by virtue of the Amendments to the Declaration of Covenants, Restrictions and Easements for Country Point which were recorded on October 30, 1998, in Official Records Book 28956, Page 399, of the Public Records of Broward County, Florida ("MASTER DECLARATION") , specifically Paragraph 2 thereof in amendment of Article III, Paragraph (C), Section 9, the Section Association and the OWNERS of LOTS within the SUBJECT PROPERTY are solely responsible for the maintenance and operation of any and all security gates and/or traffic control devices

within the SUBJECT PROPERTY, thereby increasing the overall financial burden and responsibilities of the OWNERS since the time that the DECLARATION was executed and recorded beyond that which was originally contemplated by the DECLARANT; and,

Whereas, Paragraph 7.05 of the BYLAWS requires that the ASSOCIATION adopt a suitable budget which provides for adequate reserves for the deferred maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain; and,

Whereas, the BOARD has unanimously elected and decided to amend and revise Paragraph 7.05 of the BYLAWS to provide for the imposition and collection of additional reserve funds by the ASSOCIATION in a manner which the BOARD has found is not inconsistent nor in conflict with, nor expressly prohibited by, any term or provision of either the DECLARATION or the BYLAWS, essentially extending the working capital contribution provided for in Paragraph 6.04 of the DECLARATION to all OWNERS hereafter acquiring title to a LOT with a HOME constructed thereon.

Now, Therefore, we hereby certify that the attached Amendment to Paragraph 7.05 of the BYLAWS were duly adopted by the method and in the manner provided for in, and in accordance with the provisions of, Paragraph 9 thereof. Any and all CAPITALIZED terms used herein shall be deemed as and considered to be defined terms, and unless otherwise specifically and expressly defined herein shall have the meanings ascribed thereto those in the DECLARATION.

In Witness Whereof, we have affixed our hands and seal to this instrument as of the date first above-written.

Signed, Sealed and Delivered
in the presence of:

THOMAS R. PALOMBO
Print Name:

Print Name:

COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

BY: _____
It's President

(Corporate Seal)

Attest: Monica Ciudad-Real
It's Secretary

Attest:

Director

Monica Ciudad-Real
Director

Director

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6 day of May, 2005, by JT6V6N GINSBURG, the President and Monica Ciudad-Real, the Secretary, respectively, and by _____, Monica Ciudad-Real, and Carl Newhouse, being all three members of the Board of Directors, of Country Point Estates Community Association, Inc., a Florida not-for-profit corporation, on behalf of the said Corporation, [ ] who are personally known to me OR [ ] who have produced _____as identification, the persons described in and who executed the foregoing instrument and who [ ] did [ ] did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of May, 2005.

NOTARY PUBLIC-STATE OF FLORIDA
Debra Friedman
Commission # DD401760
Expires: MAR. 01, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Notary Public, State of Florida
My Commission Expires:
3/1/09

(Print Name of Notary Public,

AMENDMENT TO THE BYLAWS (Exhibit "C") OF THE SECTION DECLARATION OF COMMUNITY COVENANTS FOR COUNTRY POINT ESTATES

NOTE: SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW 7.05 FOR PRESENT TEXT. NEW WORDS INSERTED INTO THE ORIGINAL TEXT ARE UNDERLINED.

7.05 Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic (deferred) maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain. In order to adequately provide for an adequate reserve fund on a continuing basis for the periodic (deferred) maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain, contemporaneously with the closing on and transfer of title to each new OWNER upon the sale or conveyance of a LOT within the SUBJECT PROPERTY with a completed HOME constructed thereon to an arms-length purchaser for value in a bona fide sale and purchase transaction, each new OWNER of such a LOT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to such new OWNER'S responsibility for ASSESSMENTS for COMMON EXPENSES. In the event that title to a LOT shall pass under circumstances where such a working capital contribution shall be due and payable but is not paid, then said unpaid contribution shall be treated in the same manner as unpaid ASSESSMENTS applicable to such LOT, with any and all remedies available to the ASSOCIATION under Paragraph 7 of the DECLARATION just as in the case of unpaid ASSESSMENTS. The working capital fund of the ASSOCIATION shall be used by the ASSOCIATION for COMMON EXPENSES, including required reserves, or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

RULES & REMINDERS
COUNTRY POINT & COUNTRY PLACE

GARBAGE

- Garbage and horticultural should be brought to the curb before 7 AM the same morning it is scheduled to be picked up.
- Do not bring garbage to the curb the night before scheduled pick up. It will be overturned by animals and will be strewn in the street.
- Horticultural Debris must be bagged or tied in 4ft. bundles or it will not be picked up.
- Empty receptacles must be removed from the curb the same day it is picked up and placed in your garbage or otherwise out of sight.
- Bulk items will only be picked up on specified dates. You can arrange an individual pick up date at your home. Contact Waste Management for further information and changes.

GARAGE SALES

- Garage sales are not permitted.

BOATS & TRAILERS

- Boats & trailers are not to be parked or stored outside your home.

PETS

- Only household domestic pets are permitted.
- All pets must be kept on a leash outside of the home. This is the law in Broward County. This includes cats.
- Please keep barking dogs inside the home.
- You must curb your dog. That means pick up and remove your pets' droppings.

LANDSCAPING

- All landscaping changes must be approved by the Association.
- Trees must be kept trimmed. Dead palm fronds must be removed.
- Cut grass regularly. It is suggested once a week in the summer and twice a month in the winter. Fertilize as required.

ARCHITECTURAL CHANGES

- Any and all changes made on the outside of your home require an Architectural Committee approval. This includes all landscaping, fences, pools, driveways, roofs, pavers, painting etc. Please contact Integrity Property Management's receptionist for a copy of the form.

PRESSURING CLEANING AND PAINTING

- Pressure clean your roof, driveway, and sidewalk areas as necessary. That usually means once a year. It is recommended that this be done in the Fall/Winter after the rainy season.
- Paint your home if necessary. Color changes for painting must be approved by the Association.

VEHICLES, SPEED AND PARKING

- No commercial vehicles are permitted to be parked overnight on your property.
- Observe all posted speed limits at all times especially during the morning and afternoon on school days. Allow extra time so you don't have to rush.
  Your appointment is not as important as a child's safety.
- Motorized scooters, go-carts, motorbikes, ATVs etc. are NOT permitted on city streets and that includes our community.
- Parking on the grass or over storm drains anywhere in the community is prohibited.

ENTRANCE GATES

- If gates are damaged or you see someone damage the gates, immediately contact Integrity Property Management at (954) 346-0677. Phone number also appears on entrance call box.

SIGNS

- Permitted types of signs are those used to sell or rent homes.
- Maximum of 1 sign per lot is permitted on the lot that is for sale/rent.
- Maximum size 18 inches wide by 12 inches high, maximum height 24 inches.
- Frame type, round, rectangular or L shape not exceeding 1 inch in width.
- In addition to the 1 sign per lot allowed herein, open house directional signs in the public rights-of-way (center median on Holmberg Road) shall be allowed subject to the following City of Parkland restrictions:
  1. Sandwich-type sign no more than 2 square feet in area and not higher than 30 inches from ground level.
  2. Red sign with white lettering - No real estate firm name on sign. The sign may contain the telephone number of the realtor or the name and number of the property owner.
  3. Signs are allowed from 10:00 a.m. to 5:30 PM, Saturday and Sunday.
- No other types or sizes of signs are permitted without written approval from the Board of Directors.
- Call Integrity Property Management prior to sign placement if you have questions.

MAILBOXES

- Wooden mailboxes should be maintained by repairing or repainting them.
- The Association has approved a cast aluminum mailbox, which is attractive, and maintenance free. This is the only approved replacement mailbox. It can be purchased at Beautiful Mailboxes in Ft. Lauderdale. Contact Beautiful Mailboxes for details at (954) 792-6245.

NUISANCES

- Actions and noises that are unreasonable source of annoyance are not permitted.

Please be considerate of your neighbors and respect their peace and privacy. Continue to help us make our community one of the finest and most desirable in Parkland.

If you have any questions please contact Joe Kay our Property Manager at Integrity Property Management (954) 346-0677.

Your cooperation is more than appreciated as these reminders benefit us all to enhance and beautify the neighborhood.

DECLARATION OF ARCHITECTURAL AND DEVELOPMENT STANDARDS FOR COUNTRY POINT

THIS DECLARATION OF ARCHITECTURAL AND DEVELOPMENT STANDARDS FOR COUNTRY POINT is made this 15 day of August, 1989 by COUNTRY POINT HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation by and through its duly appointed and constituted Architectural Review Committee.

W I T N E S S E T H:

WHEREAS, there have been previously executed delivered and recorded amongst the Public Records of Broward County, Florida that certain Declaration of Covenants, Restrictions and Easements for Country Point date December 26, 1985 and recorded on December 30, 1985 in Official Records Book 13073, Page 897 of the Public Records of Broward County, Florida ("Master Declaration");

and

WHEREAS, pursuant to Article III.A. of the Master Declaration, the formation and existence of the Committee was authorized, which Committee has been duly appointed and constituted; and

WHEREAS, as permitted by Article III.A.8. of the Master Declaration, the Association, by and through the Committee, desires to adopt the following standards relating to architectural, aesthetic, design, landscaping and other matters affecting the land use of certain areas within the plat of Country Point, according to the plat thereof as recorded in Plat Book 119, Page 29 of the Public Records of Broward County, Florida ("Plat"); and

WHEREAS, this Declaration shall apply on to "Lots" (as defined in the Master Declaration) shown on the plat upon which a "Residence" (as defined in the Master Declaration) may be constructed (such lots hereinafter collectively referred to as the "subject Property");

NOW, THEREFORE, in consideration of the premises and covenants herein the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, provisions, restrictions, easements, reservations, regulations and burdens hereinafter set forth, all of which shall run with the Subject Property and shall be binding upon all parties having any right, title or interest in the Subject Property and their grantees, successors, heirs and assigns.

1. Recitals. The recitals are set forth in the preamble of this Agreement are true and correct and hereby incorporated herein by this reference.

2. Subject Property. All of the Lots (as defined in the Master Declaration) shall be subject to the restrictions, covenants, regulations and burdens set forth in this Declaration.

3. Incorporation. The provisions of Article III.B Items 1 through 27 of the Master Declaration are hereby restated and incorporated herein by this reference. In the event of any conflict between this Declaration and the Master Declaration, the terms and provisions of the Master Declaration shall control to the extent of any such conflict or inconsistency.

4. Defined Terms. Any and all defined or capitalized terms used herein which are not specifically defined herein shall have the meanings attributed to them in the Master Declaration.

5. Restriction and Standards. In order to preserve the values and amenities of the Subject Property, the following provisions shall be applicable to the Subject Property ("Standards");

(a) Architectural Criteria and Building Restrictions.

(i) No building shall be erected, placed, or permitted to remain on any Lot other than the one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on any Acre Lot upon approval by the Committee, provided that any such accessory buildings do not furnish residential accommodations for an additional family.

(ii) No structure shall be located in any setback areas as provided by the City Code of the City of Parkland, Florida.

(iii) The dwelling on each Lot shall not exceed a mean height of 35' and shall not contain more than two (2) stories.

(iv) Each dwelling located on Lots within Blocks 1 through 13 of the Plat shall contain not less than 2600 sq. ft. of liveable enclosed floor area, exclusive of garages and open or screened porches, terraces or patios. With respect solely two-story dwellings, at least one-half of the square footage must be located at ground level. Each dwelling located upon a Lot within Blocks 14 through 20 of the Plat shall contain not less than 1,900 sq. ft. of liveable enclosed floor area, exclusive of garages and open or

screened porches, terraces or patios. As to two-story dwellings, at least one-half of the square footage must be located at ground level. The provisions of this subparagraph shall apply from and after the date of recordation of this Declaration amongst the Public Records of Broward County, Florida, and any completed residences as of such date of recordation which may contain less than the square footages set forth herein (if any) shall be deemed approved.

(v) All dwellings shall be constructed in conformance with the South Florida Building Code and all ordinances of the City of Parkland, Florida.

(vi) The Committee shall encourage the treatment of masses, volumes and voids on the exterior of dwellings rather than surfaces in order to create interesting exteriors. Finish materials, stucco, decorative block, wood, brick and stone shall be allowed, and the Committee may prohibit the use of imitation and artificial material for facades. The use of any type of material other than the foregoing or use of more than two (2) materials shall not be permitted unless otherwise specifically approved by the Committee. Additionally, the front elevations material shall be reasonably compatible with the side and rear elevations. All finish materials and a color plan shall be submitted for approval by the Committee, and such materials and color plan shall be consistent and harmonious with homes in the area.

(vii) Flat roofs may be permitted over porches, patios and terraces upon written approval of the Committee. There shall be no flat roof on any other part of a building unless the Committee determines that such a flat roof is part of an overall acceptable modern or contemporary design. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be tile, cedarshake, cedar or wood shingle, slate or concrete. The roof pitch on the pitched roofs shall not be less than 5.0/12, unless otherwise approved by the Committee. All tile and concrete roofs must have integral color and shall be of a color approved by the Committee.

(viii) Except for Acre Lots, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two and not more than four cars. No carport shall be permitted unless otherwise specifically

approved by the Committee as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration or the Master Declaration. Unless otherwise approved by the Committee, all garages shall have a minimum width of 20' for a two car garage (but in no event less than 18'), 28' for a three car garage and 38' for a four car garage measured from the inside walls of the garage. Garages shall have either a single overhead door with a minimum door width of 16' for a two car garage, two 16' doors for a four car garage or in the alternative two, three or four individual overhead doors each having a minimum of 9' in width (unless otherwise agreed by the Committee, but in no event less than 8').

(ix) All dwellings shall have a paved driveway of stable and permanent construction of at least 16' in width at the entrance of the garage. An owner shall repair in a neat and orderly fashion all roadways broken in construction of a driveway entrance. No ribbon driveways shall be constructed. For the purposes of these restrictions, the term "ribbon driveway" shall mean two paved driving lanes separated by an unpaved area. The materials utilized in construction of the driveway and the color of such materials or painting thereof shall not deviate from the exterior color pattern of the remainder of the dwelling without the approval of the Committee.

(x) All swimming pools and tennis courts constructed on a Lot shall be composed of materials determined by the Committee to have been thoroughly tested and accepted by the respective industry for such construction. Above ground swimming pools shall not be constructed on any Lot. Tennis courts may only be constructed on Acre Lots (or on other Lots not containing any other structure or improvement adjacent to a Lot owned by the same Owner containing a Residence), and only in compliance with other provisions of this Declaration and the Master Declaration with regard to obtaining prior approval thereof, and only with the approval of the City of Parkland, Florida.

(xi) All recreation facilities including, but not limited to, swimming pools, tennis courts and any other play or recreation structures, including basketball backboards, platforms, playhouses, doghouses or other

structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities"), and any patio screen or other improvement constructed to be used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such Recreation Facility, shall be adequately walled or fenced, and landscaped, in a manner specifically approved by the Committee so as to provide a buffer between neighbors and prevent the general viewing thereof. No lighting of a Recreation Facility shall be permitted unless otherwise specifically approved by the Committee. Lighting of a Recreation Facility shall be designed so as to buffer the surrounding residences from such lighting.

(xiii) A landscaping plan for each Lot shall be submitted to an approved by the Committee. This shall include any plans for landscape lighting including detail of where said lighting is to be placed and shall be accompanied by catalog sheets of the equipment to be used which shall include physical dimensions and lamp types and wattages. In reviewing landscaping plans the Committee shall encourage owners to submit plans which are consistent and harmonious with neighboring landscaping. No artificial vegetation shall be permitted on any Lot outside of the structure thereon. No. structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow of drainage channels or obstruct or restart the flow of water through drainage channels. Any property lying between the street pavement and the front lot line of a Lot (swale) shall be irrigated and maintained by the owner of the Lot adjacent to such area. All Lots shall be fully sodded (except for natural areas and other areas which are not required to be sodded by the City of Parkland Landscape Code), irrigated and maintained by the owner of such Lot and shall have installed an underground sprinkler system for the "Swale" as defined above. If any portion of an Acre Lot is sodded, such portion shall be irrigated. The landscaping plan submitted to the Committee for each Lot shall contain sufficient detail and specificity, and must contain landscaping meeting or exceeding the minimum standards of the City of Parkland, as specifically set forth in Section 9 of the City Code entitled "Vegetation and Landscaping", as may be amended from time to

time. In the event of any conflict between the provisions of this Declaration or the Master Declaration, on the one hand, and the provisions of the City of Parkland City Code and/or Ordinances, on the other hand, then, in that event, the provisions of the City Code and Ordinances shall prevail.

(xiv) No structure, planting or other material shall be placed or permitted to remain on any Lot which damage or interfere with the installation or maintenance of utilities or drainage facilities located in the utility and drainage easements shown on the Plat or the installation or maintenance by the Association of any fence, wall, hedge, planting, tree or other improvement or landscaping located on a no-access or screen fence easement on a lot. The easement area located on each Lot and all improvements thereon shall be maintained continuously by the owner of the Lot except for those improvements the maintenance of which is the responsibility of a public authority, private utility or the Association.

(xv) The connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the Committee.

(xvi) No individual drinking water supply shall be permitted on any Lot. Lots bordering lakes may use lake water for irrigation purposes, provided such use is in accordance with the requirements of South Florida Water Management District, Pine Tree Water Control District or any other applicable governmental or quasi-governmental authority.

(xvii) No individual sewage disposal system shall be permitted on any Lot.

(xviii) No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning systems which are located outside the exterior of the building shall be adequately walled, fenced or landscaped to prevent their being viewable and to prevent unreasonable noise.

(xix) Each Lot on which a residence has been completed as evidenced by issuance of a Certificate of Occupancy shall have installed upon it a mailbox which shall be (A) as to Lots within Blocks 8 through 13,

inclusive, a standard U.S. mailbox trimmed in cedar with a cedar shade pitched top mounted on a 4 X 4 post, and (B) as to Lots in Blocks 1 through 7, inclusive, Model WS-100 cedarwood mailbox manufactured by Cedarwood Associates (Telephone [305] 233-8774, Attn: Ken Delaney), or a mailbox substantially similar thereto in size, design, quality and appearance as approved by the Committee. Mailboxes to be installed on all other Lots shall be approved by the Committee. The placement of such mailbox shall be shown on the building plans required to be submitted to the Committee for prior approval.

(xx) No hurricane or storm shutters, shall be attached or fixed to the exterior of any building unless they have been approved by the Committee.

(xxi) No antennae or aerials shall be placed upon any Lot or affixed to the exterior of any building and no antennae or aerials placed or affixed within a building shall extend or protrude beyond the exteriors of such building, without the prior approval of the Committee. In addition, no satellite dishes may be placed upon any Lot or affixed to the exterior of any building without the prior approval of the Committee, the approval of the City of Parkland, Florida (and the obtaining of any permits or variances required thereby) and without obtaining approval of the landscaping and buffering for such satellite dish.

(xxii) No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed upon any Lot; provided, however, the Committee may, in its sole discretion, grant permission and specify locations at which temporary storage or out-buildings may be located upon the Subject Property. Application for such permission shall be made to the Committee in accordance with Article III of the Declaration.

(xxiii) The construction of any new building or the repair of any building damaged by fire or otherwise shall be completed with reasonable promptness. The failure of an Owner to complete any such construction for a period of more than six (6) months or to repair or remove damaged debris from a Lot for a period of more than one (1) month shall be deemed unreasonable.

(xxiv) Fences intended to separate one property from another shall be of (a) either a wood type, or (b) a chain link type of a black vinyl

color which shall be suitably landscaped. Any fences to be placed upon any Lot, whether intended to separate one property from another or any other fence, shall be subject to the prior approval by the Committee. The Committee shall have the right to approve other fences in its reasonable discretion in the event they are harmonious with the aesthetics of the surrounding neighborhood. Privacy walls or fencing may be used to surround pool areas and seclude certain portions of a residence. On waterfront lots, no fencing may be constructed within twenty (20)' feet of the lot line which abuts the water. Any fence on such lot line may not be constructed of a wood type and must be chain link or as otherwise approved by the Committee. Prior to the construction of any fence or wall, plans in reasonable detail must be submitted to and approved by the Committee in accordance with Article III of the Master Declaration.

[THE ABOVE PROVISION SUBJECT TO REVISION]

(xxv) The minimum floor elevation of all buildings constructed on any Lot shall meet the minimum requirements of the Pine Tree Water Control District and the South Florida Water Management District.

(b) Use Restrictions and Covenants.

(i) Garage doors shall be kept closed except when open to permit vehicles to enter and exit from a garage.

(ii) No inoperative cars, trucks or trailers or other types of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle which is kept within an enclosed garage.

(iii) All provisions of Article III.b. subparagraphs 1 through 27, inclusive, are hereby reconfirmed and restated herein and incorporated herein by this reference, as if fully set forth at length herein.

6. Amendments. The Association, by and through the Committee, shall submit to the City of Parkland any revisions proposed to be made to this Declaration prior to approval or adoption thereof. In the event the City of Parkland does not approve any such revisions, it may require builders constructing single family residences upon Lots to obtain site plan approval pursuant to the City of Parkland Land Development Code.

IN WITNESS WHEREOF the undersigned parties have executed this Declatation on the day and year first above written.

COUNTRY POINT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

By: _____
President

By: _____
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgement Stanley W. Stephens and Andrew B. Blasi, being duly constituted and appointed members of the Country Point Homeowners Association, Inc., to me well known to be the persons described in and who executed the foregoing document and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of August, 1989.

_____ (SEAL)
NOTARY PUBLIC
My commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 6,1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
EILEEN M. HIGGINS
NOTARY PUBLIC

BYLAWS

OF

COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC.
a Florida corporation not-for-profit

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1. GENERAL PROVISIONS.

1.01 Identity. These are the BYLAWS of COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words"Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to the impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.05 Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any material contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION.

1.06 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, and the DECLARATION.

2. MEMBERSHIP IN GENERAL.

2.01 Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership for each LOT shall be established upon the recording of the DECLARATION. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION, but its membership shall terminate upon the recording of the DECLARATION, unless it owns any LOT(S).

2.02 Changes in Membership. The transfer of the ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any

such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which established a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

2.03 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's LOT, as set forth above. Any member who mortgages his LOT shall notify the ASSOCIATION of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the ASSOCIATION. Any member who satisfies the mortgage and mortgage encumbering his LOT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addressed of any such mortgagee shall also be maintained in the member register.

3. MEMBERSHIP VOTING.

3.01 Voting Rights. There shall be one vote for each LOT. In the event any LOT is owned by more than one PERSON, or is owned by a PERSON other than an individual, the vote for such LOT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one LOT, the member shall be entitled to one vote for each such LOT.

3.02 Majority Vote and Quorum Requirement. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum of present shall be binding upon all members and LOT OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for twenty percent (20%) or more of the LOTS administered by the ASSOCIATION shall constitute a quorum.

3.03 Determination as to Voting Rights.

3.03.1 In the event any LOT is owned by one PERSON, his right to cast the vote for the LOT shall be established by the record title to his LOT.

3.03.2 In the event any LOT is owned by more than one PERSON, the vote for the LOT may be cast at any meeting by any co-owner of the LOT; provided, however, that in the event a dispute arises between the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at the meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT. If any co-owner of a LOT appears at any meeting by proxy, and another co-owner appears in person, the vote for the LOT shall be cast by the co-owner of the LOT appearing in person, and the proxy shall be deemed revoked.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another PERSON or PERSONS to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective

only for the specific meeting for which originally given any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the PERSON voting by proxy, and the name of the PERSON authorized to vote the proxy for him. Every proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

3.05 Rights of DECLARANT. Notwithstanding anything contained in these BYLAWS, the ARTICLES, or the DECLARATION, to the contrary, until the DECLARANT has closed the sale of all LOTS, no vote of the members shall be effective or may be taken without approval in writing by the DECLARANT which would:

3.05.1 Result in the DECLARANT being assessed as a LOT OWNER for capital improvements;

3.05.2 Be detrimental to the sales of LOTS by the DECLARANT. However, a non-discriminatory increase in the ASSESSMENTS for COMMON EXPENSES without discrimination against the DECLARANT shall not be deemed to be detrimental to the sales of LOTS.

3.05.3 Adversely affect any right the DECLARANT may have to appoint any directors, as provided in the ARTICLES, or these BYLAWS.

3.05.4 Otherwise discriminate in any respect against the DEVELOPER, or remove, limit, modify or alter any right of the DECLARANT as provided in the DECLARATION, the ARTICLES or these BYLAWS, or otherwise by law.

4. MEMBERSHIP MEETINGS.

4.01 Who May Attend. In the event any LOT is owned by more than one PERSON, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any LOT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL MORTGAGEES have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than 14 nor more than 60 days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. Notice of any meeting where ASSESSMENTS against LOT OWNERS are to be considered for any reason shall specifically contain a statement that ASSESSMENTS will be considered and the nature of any such ASSESSMENTS. Unless a member waives in writing his right to receive notice of a meeting by mail, the notice of any meeting shall be sent by mail to each member. An officer of the ASSOCIATION shall provide an affidavit, to be included in the Official Records of the ASSOCIATION, affirming that notice of the meeting were mailed or hand delivered in accordance with this paragraph to each LOT OWNER at the address last furnished to the ASSOCIATION. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the

BOARD shall be entitled to rely upon the member register as the same may exist ten (10) days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one PERSON, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.03.2 of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the LOT OWNER(S) of the LOT otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Tuesday in January of each year, or at such other time in the months of January or February of each year as shall be selected by the BOARD and as is contained in the notice of such meeting.

4.06 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects and matters which are stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

4.09.1 Determination of chairman of the meeting;

4.09.2 Calling of the role and certifying of proxies;

4.09.3 Proof of notice of meeting or waiver of notice;

4.09.4 Reading and disposal of any unapproved minutes;

4.09.5 Election of inspectors of election;

4.09.6 Determination of number of directors;

4.09.7 Election of directors;

4.09.8 Reports of directors, officers or committees;

4.09.9 Unfinished business;

4.09.10 New business; and

4.09.11 Adjournment

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one PERSON, the consent for such LOT need only be signed by one PERSON who would be entitled to cast the vote for the LOT as a co-owner pursuant to Paragraph 3.03.2 of these BYLAWS. Any action or approval required or permitted to be taken by DECLARANT under the ARTICLES or these BYLAWS shall be given or taken only upon the unanimous consent and/or joinder of each PERSON comprising DECLARANT where more than one PERSON shall be a DECLARANT.

5. DIRECTORS.

5.01 Membership. The affairs of the ASSOCIATION shall be managed by a BOARD of not less that three (3) directors. The number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such changes is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). The number of directors including any unfilled vacancies shall always be an odd number.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.02.1 Within sixty days after the members other than the DECLARANT are entitled to elect any directors, as provided in the ARTICLES, or within sixty (60) days after the DECLARANT notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less

than thirty (30) days nor more than forty (40) days notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DECLARANT. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by DECLARANT which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION. If such special meeting is within four (4) months of the next annual meeting, such special meeting may at the option of the BOARD be deemed to be the next annual meeting if the notice of the special meeting states it will be considered to be the annual meeting and if all of the provisions of these BYLAWS relating to annual meetings are complied with.

5.02.2 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.02.4 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given to the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully

called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL LENDERS. Except for members serving as directors, or specifically invited by the directors to participate in a meeting, the members shall not be entitled to participate in any meeting of the BOARD, but shall only be entitled to act as observers. In the event a member not serving as a director or invited by the directors to participate in a meeting attempts to become more than a mere observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any director shall have the right to exclude from any meeting of the BOARD any PERSON who is not able to provide sufficient proof that he is a member, unless said PERSON was specifically invited by the directors to participate in such meeting. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and members present as in an open meeting.

5.09 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by the DECLARATION, the ARTICLES, or by these BYLAWS; provided, however, that each director appointed by any DECLARANT under the DECLARATION must vote in favor (or not vote against) an action for any such business to be transacted by the BOARD. A director who is present at a meeting of the BOARD at which action on any matter is taken shall be presumed to have assented to the action taken, unless the director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A director may join by written concurrence in any action at a meeting of the BOARD but such concurrence may not be used for the purposes of crating a quorum.

5.10 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, the the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.11 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.12 Order of Business. The order of business at a BOARD meeting shall be:

5.12.1 Calling of role;

5.12.2 Proof of due notice of meeting;

5.12.3 Reading and disposal of any unapproved minutes;

5.12.4 Reports of officers and committees;

5.12.5 Election of officers;

5.12.6 Unfinished business;

5.12.7 New business; and

5.12.8 Adjournment

5.13 Minutes of Meetings. the minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.14 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.15 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.16 Removal of Directors. Directors may be removed as follows:

5.16.1 Any director other than a director appointed by the DECLARANT may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings; or (b) is a LOT OWNER and has been delinquent for more than thirty (30) days after written notice in the payment of ASSESSMENTS or other monies owed to the ASSOCIATION.

5.16.2 Any director other than a director appointed by the DECLARANT may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by such removal may be filled by the members at such meeting, or if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.17 Vacancies.

5.17.1 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DECLARATION at all times shall have the right to appoint the maximum number of directors permitted by the ARTICLES, and any vacancies on the BOARD may be filled by the DECLARANT to the extent that the number of directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of directors the DECLARANT is then entitled to appoint.

5.17.2 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any OWNER may apply to the Circuit Court of the County in which the SUBJECT PROPERTY is located for

the appointment of a receiver to manage the affairs of ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the LOT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.18 Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, (i) DECLARANT shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES, and (ii) ORIOLE and T.H.G. shall each have the right to independently appoint one person as a director of the ASSOCIATION for so long as either ORIOLE or T.H.G. shall each own a LOT or hold a mortgage encumbering any LOT. All directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DECLARANT shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT.

5.19 Compensation. Directors shall not be entitled to any compensation unless the members elect to pay them compensation, and set the amount of such compensation, at any meeting of the members.

5.20 Powers and Duties. The directors shall have the right to exercise all of the powers duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.20.1 The operation, care, upkeep and maintenance of the SUBJECT PROPERTY.

5.20.2 The determination of the expenses required for the operation of the SUBJECT PROPERTY and the ASSOCIATION, and the collection of ASSESSMENTS from OWNERS required to pay same.

5.20.3 The employment and dismissal of personnel necessary for the maintenance and operation of the SUBJECT PROPERTY.

5.20.4 The adoption and amendment of rules and regulations for the operation and use of the use, maintenance and appearance of the LOTS, and the use of the SUBJECT PROPERTY.

5.20.5 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatories required therefor.

5.20.6 Obtaining and reviewing insurance.

5.20.7 The enforcement of the obligations of the LOT OWNERS, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the ASSOCIATION.

5.20.8 Levying reasonable fines against LOT OWNERS for violations of the DECLARATION, the ARTICLES, these BYLAWS, or the rules and regulations established to govern the conduct of the LOT OWNERS.

5.20.9 Borrowing money on behalf of the ASSOCIATION when required in connection with the operation, care, upkeep and maintenance of the COMMON AREAS and property owned by the ASSOCIATION; provided, however, that (i) the consent of the OWNERS of at least two-thirds (2/3) of the LOTS, obtained at a meeting duly called and held for such purposes in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of $10,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any LOT without the consent of the OWNER of such LOT and the INSTITUTIONAL LENDER holding a mortgage on such LOT. If any sum borrowed by the BOARD on behalf of the ASSOCIATION pursuant to authority contained in this subparagraph 5.20.9 is not repaid by the ASSOCIATION, an OWNER who pays to the creditor a proportion thereof equal to his percentage interest in the COMMON AREAS, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the OWNER'S LOT.

5.20.10 Contracting for the management and maintenance of COMMON AREAS and property owned or required to be operated and/or maintained by the ASSOCIATION authorizing a management agent or company (which may be an affiliate of the DECLARANT) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, preparation of budgets, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON AREAS and property owned by the ASSOCIATION with funds as shall be made available by the ASSOCIATION for such purposes, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION by virtue of the DECLARATION, the ARTICLES or these BYLAWS. The ASSOCIATION and its directors and officers shall, however, retain at all times the powers and duties granted by the DECLARATION, the ARTICLES and these BYLAWS, including but not limited to the making of ASSESSMENTS, promulgation of rules and execution of contracts on behalf of the ASSOCIATION.

5.20.11 Exercising all powers specifically set forth in the DECLARATION, the ARTICLES and these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.20.12 Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from LOT OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the ASSOCIATION.

6. OFFICERS.

6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.05 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.06 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.07 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that the directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.01 Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.02 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for

money signed by such officers, directors or other persons as may be designated by the BOARD.

7.03 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.04 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to generally accepted accounting principles. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS and shall include, but are not limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen (15) days after same is completed.

7.05 Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic (deferred) maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain.

8. PARLIAMENTARY RULES.

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION. No BYLAW shall be revised or amended by reference to its title or number only. Proposals to amend existing BYLAWS shall contain the full text of the BYLAWS to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw ___ for present text." Non-material errors or omissions in the BYLAW process shall not invalidate an otherwise properly promulgated amendment.

9.03 Adoption of Amendments.

9.03.1 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.2 Notwithstanding anything contained herein to the contrary, until a majority of the BOARD is elected by OWNERS other than the DECLARANT, these BYLAWS may be amended by majority

vote of the BOARD without the vote or approval of the members of the ASSOCIATION.

9.04 No amendment shall make any changes in the qualification for membership nor the voting rights or property rights of members without approval by all of the members and INSTITUTIONAL LENDERS holding mortgages on all LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES. So long as the DECLARANT owns any LOT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including but not limited to any right of the DECLARANT to appoint directors.

9.05 No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), without the written approval of all of the OWNERS so discriminated against or affected.

9.06 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the SUBJECT PROPERTY is located.

9.07 Notwithstanding anything contained herein to the contrary, any amendment to these BYLAWS made by DECLARANT, or made by the members prior to the completion and conveyance by DECLARANT of seventy-five (75%) of all of the LOTS which may be constructed within the SUBJECT PROPERTY, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering any LOT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the OWNERS or the general scheme of development created by the DECLARATION. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirements of any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the ASSOCIATION within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

9.08 Notwithstanding any provisions set forth in these BYLAWS, the ARTICLES or in the DECLARATION, to the contrary, whenever any vote of OWNERS is required or necessary pursuant to any provision of these BYLAWS, the ARTICLES or in the DECLARATION for as long as DECLARANT owns any LOT, in addition to any otherwise specified percentage vote of OWNERS other than DECLARANT, DECLARANT (collectively, to the extent that more than one (1) PERSON shall be a DECLARANT) must vote in favor of, or in the alternative not vote against, any action or conduct for the same to be undertaken by the ASSOCIATION or OWNERS consistent with the result contemplated by such vote of OWNERS.

10. RULES AND REGULATIONS. From time to time the BOARD may enact rules and regulations governing the use, maintenance and appearance of the LOTS, and the use of the SUBJECT PROPERTY, not in conflict with the DECLARATION, the ARTICLES or these BYLAWS. Any such rule or regulation may be enforced by the ASSOCIATION against any member of the ASSOCIATION. Any such rule or regulation may be repealed, but not modified or amended, by a majority vote of the members, and any such rule or regulation repealed by the members may not be re-enacted by the BOARD without the approval of a majority of the members. However, the members shall not have the right to enact any rule or regulation.

11. MISCELLANEOUS.

11.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Validity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.03 Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the BYLAWS of the ASSOCIATION at the First Meeting of the BOARD on the 2nd day of November 1987.

BY: /s/ , Director

BY: /s/ , Director

BY: /s/ , Director

CP-03

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

ARTICLES OF INCORPORATION
OF
COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC.

a Florida corporation Not-for-Profit

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

PREAMBLE

T.H.G. COUNTRY POINT, INC., a Florida corporation, and ORIOLE HOMES CORP., a Florida corporation (collectively referred to as the "DECLARANT") own certain real property in Broward County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Section Declaration of Community Covenants for Country Point Estates (the "DECLARATION") which will affect the SUBJECT PROPERTY. This Association (herein so called) is being formed as the ASSOCIATION to administer the DECLARATION, and to perform the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Broward County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the ASSOCIATION.

ARTICLE I - NAME

The name of the corporation is "COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC.," referred to herein as the "ASSOCIATION."

ARTICLE II - PURPOSE

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

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2. To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION.

3. To promote the health, safety, welfare, comfort and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION's powers and duties.

c. To enforce the provisions of the DECLARATION, these ARTICLES and the BYLAWS.

d. To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, HOMES and other property under the jurisdiction of the ASSOCIATION.

e. To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

f. To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

g. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

h. To obtain insurance as provided by the DECLARATION.

i. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

j. To sue and be sued.

k. To contract for cable television services for the SUBJECT PROPERTY.

ARTICLE IV - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the SUBJECT PROPERTY is located of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any PERSON owning more than one LOT shall be entitled to one vote for each LOT owned.

4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

ARTICLE V - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE VI - INCORPORATOR

The names and street addresses of the incorporators are:

ORIOLE HOMES CORP.
a Florida corporation
1151 N.W. 24th Street
Pompano Beach, FL 33014

T.H.G. COUNTRY POINT, INC.,
a Florida corporation
2201 West Sample Road
Bldg 8, Suites 1 & 2B
Pompano Beach, FL 33067

ARTICLE VII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of director from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be members of the ASSOCIATION. Any director appointed independently by either T.H.G. or ORIOLE must vote in favor of (or not vote against) any action for any such business to be transacted by the BOARD.

2. All of the duties and owners of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. The DECLARANT shall have the right to appoint all of the directors until DECLARANT has conveyed 75% of the LOTS within the SUBJECT PROPERTY, or until seven (7) years after the DECLARATION is recorded in the public records in the county in which the SUBJECT PROPERTY is located, whichever occurs first, and thereafter shall have the right to appoint one director so long as the DECLARANT owns any LOT. The DECLARANT may waive its right to elect one or more directors by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members. When the DECLARANT no longer owns any LOT within the PROPERTY, all of the directors shall be elected by the members in the manner provided in the BYLAWS. Notwithstanding the foregoing, each of T.H.G. and ORIOLE shall have the right to independently appoint one person as a director of the ASSOCIATION for so long as either T.H.G. or ORIOLE owns a LOT or holds a mortgage encumbering any LOT.

4. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.

5. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Jeffrey Levy
1151 NW 24th Street
Pompano Beach, FL 33064

Judith H. Weiland
2201 W. Sample Road
Pompano Beach, FL 33067

Jody Klemmer
2201 W. Sample Road
Pompano Beach, FL 33067

ARTICLE VII - OFFICERS

The officers of the ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the board, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President..... Andrew D Glass
Treasurer..... Judith A Winfield
Secretary..... Judy Kleinmond

ARTICLE IX - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

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

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, event if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise; and

as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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

ARTICLE X - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the Directors and/or members in the manner provided either in the DECLARATION or by the BYLAWS.

ARTICLE XI - AMENDMENTS

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

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES by adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale by any DECLARANT of all LOTS owned by any DECLARANT within the PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless every PERSON comprising DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to ARTICLE VII.

7. No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of

the OWNERS within the PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

8. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the PROPERTY is located.

9. Any amendment made by DECLARANT, and any amendment made by the members prior to the completion of 75% of the HOMES that may be constructed within the SUBJECT PROPERTY must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a LOT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the OWNERS or materially and adversely affects the general scheme of development created by the DECLARATION. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of is disapproval of any amendment to DECLARANT or to the ASSOCIATION within 20 days after request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

ARTICLE XII

DISSOLUTION

In the event of dissolution or final liquidation of the ASSOCIATION, the assets, both real and personal, of the ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practiable the same as those to which they were required to be devoted by the ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the ASSOCIATION. No such disposition of ASSOCIATION properties shall be effective to divest or diminish any right or title of any MEMBER vested in him under the recorded DECLARATION unless made in accordance with the provisions of such DECLARATION.

ARTICLE XIII

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the ASSOCIATION shall be at 2201 West Sample Road, Bldg 8, Suites 1 & 2B, Pompano Beach, Florida 33067. The initial registered agent of the ASSOCIATION at that address is T.H.G. COUNTRY POINT, INC., a Florida corporation.

WHEREFORE, the incorporators, and the initial registered agent, have executed these ARTICLES on this 2nd day of November, 1987.

ORIOLE HOMES CORP., INC.
a Florida corporation

BY: _____
Its: ~~President~~ Vice President

(CORPORATE SEAL)

T.H.G. COUNTRY POINT, INC.
a Florida corporation,
Incorporator and Registered Agent

BY: _____
Its President

(CORPORATE SEAL)

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of November, 1987, by _____, the _____ President of ORIOLE HOMES CORP. a Florida corporation, on behalf of the corporation, as Incorporator.

_____
NOTARY PUBLIC, State of Florida at Large

My commission expires: (Notary Seal)

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of November, 1987, by _____, the _____ President of T.H.G COUNTRY POINT, INC., a Florida corporation, on behalf of the corporation, as Incorporator and Registered Agent.

_____
NOTARY PUBLIC, State of Florida at Large

My commission expires: (Notary Seal)

CP-02

WC →

HOA

ROBERT S. FORMAN, ESQ.
800 E. BROWARD BLVD., SUITE 60
FT. LAUDERDALE, FL. 33301
(305) 522-7442

SECTION DECLARATION OF COMMUNITY COVENANTS

FOR

COUNTRY POINT ESTATES

87464362

THIS SECTION DECLARATION OF COMMUNITY COVENANTS FOR COUNTRY POINT ESTATES is made this 2nd day of November, 1987, by T.H.G COUNTRY POINT, INC., a Florida corporation ("T.H.G."), and ORIOLE HOMES CORP., a Florida corporation ("ORIOLE") (T.H.G. and ORIOLE are collectively referred to herein as "DECLARANT").

PURPOSE

DECLARANT owns the SUBJECT PROPERTY, and intends to develop the SUBJECT PROPERTY as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of future owners of LOTS within the SUBJECT PROPERTY, and to protect and preserve the values of the SUBJECT PROPERTY and certain additional lands adjacent to the SUBJECT PROPERTY owned by ORIOLE. This DECLARATION will also establish the ASSOCIATION which will own, operate and/or maintain various portions of the SUBJECT PROPERTY and improvements constructed within the SUBJECT PROPERTY, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the ASSOCIATION will be shared by the OWNERS of the SUBJECT PROPERTY, who will be members of the ASSOCIATION.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, and such additions as may hereafter be made pursuant to the terms of this DECLARATION, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the DECLARATION, all of which are created in the best interest of the OWNERS and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all PERSONS having and/or acquiring any right, title or interest in the SUBJECT PROPERTY, or any portion thereof, and shall inure to the benefit of each and every PERSON, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The terms used in this DECLARATION, and in the ARTICLES and BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.01 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as the same may be amended from time to time.

1.02 ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER'S share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 ASSOCIATION means COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC., a Florida corporation Not-for Profit, and its successors.

1.04 BOARD means the Board of Directors of the ASSOCIATION.

1.05 BYLAWS means the Bylaws of the ASSOCIATION, as the same may be amended from time to time.

1.06 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or

hereafter owned by the ASSOCIATION or which otherwise is declared to be a COMMON AREA by this DECLARATION. COMMON AREAS shall include that portion of the SUBJECT PROPERTY, less and except for the LOTS and the "Master Association Property" (as that term is used and defined in the MASTER DECLARATION), which generally consists of, but shall not be limited to, open areas and green spaces, entranceways and features, landscaped areas and pathways, community signage and lighting fixtures and other similar properties and amenities, provided that the foregoing shall not be deemed a representation or warranty by DECLARANT that any or all of the foregoing types of COMMON AREAS will be included within the SUBJECT PROPERTY.

1.07 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including but not limited to the following:

1.07.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including but not limited to utilities, taxes, assessments, insurance, administration, maintenance, repairs, improvements and alterations.

1.07.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION's duties.

1.07.3 Expenses incurred in connection with the administration and management of the ASSOCIATION.

1.07.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.08 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.09 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON who obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT a third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of in the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any defaults or obligations incurred by any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT. All approvals or actions required or permitted to be given or taken by DECLARANT shall be given or taken only upon the unanimous consent and/or joinder of each DECLARANT where more than one (1) PERSON shall be a DECLARANT, such that both T.H.G. and ORIOLE must consent to and/or join any action or approval for the same to be considered an action or approval of DECLARANT, unless otherwise expressly provided to the contrary in this DECLARATION.

1.10 DECLARATION means this Section Declaration of Community Covenants for Country Point Estates, as the same may be amended from time to time.

1.11 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which is not owned or controlled by the OWNER of the

LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, an agency of the United States, such as the Federal Housing Administration and the Veterans Administration, or any other governmental authority or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.12 LOT means any parcel of land located within the SUBJECT PROPERTY which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or is intended to contain a HOME, and shall include any HOME constructed upon the LOT.

1.13 MASTER ASSOCIATION means Country Point Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors.

1.14 MASTER DECLARATION means that certain Declaration of Covenants, Restrictions and Easements for Country Point recorded on December 30, 1985, in Official Records Book 13073, at Page 897, of the Public Records of Broward County, Florida, together with any and all exhibits thereto and amendments thereof from time to time.

1.15 OWNER means the record owners(s) of the fee simple title to a LOT.

1.16 PERSON means an individual, corporation, partnership, trust or any other legal entity.

1.17 SUBJECT PROPERTY means all of the real property subject to this DECLARATION from time to time, including any real property which may from time to time be added to this DECLARATION by an amendment, and which initially is the property legally described in Exhibit "A" attached hereto and by this reference made a part hereof, including (i) the LOTS and the COMMON AREAS, and (ii) any improvements constructed thereon.

1.18 HOME means the residential dwelling constructed upon a LOT.

2. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

2.01 ARTICLES. A copy of the ARTICLES are attached hereto as Exhibit "B" and made a part hereof by this reference. No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

2.02 BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "C" and made a part hereof by this reference. No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

2.03 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in the ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

2.04 Approval or Disapproval of Matters. Whenever the decision of the OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decisions shall be expressed in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein.

2.05 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.06 Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion; provided, however, that any such contract shall not exceed three (3) years in duration and shall be terminable by the ASSOCIATION without cause, and without payment of a termination or penalty fee, upon ninety (90) days or less written notice.

2.07 Membership. All OWNERS shall be members of the ASSOCIATION. Membership as to each LOT shall be established and transferred as provided by the ARTICLES and the BYLAWS.

2.08 OWNERS Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

3.01 Conveyance of COMMON AREAS to ASSOCIATION.

3.01.1 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, and the ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.

3.01.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

3.02 Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, any DECLARANT or the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of

this DECLARATION and the MASTER DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the ASSOCIATION. An easement and right for such is hereby created in favor of all OWNERS, appurtenant to the title to their PROPERTY.

3.04 Additions, Alterations or Improvements.

3.04.1 The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time; provided, however, that the approval of two-thirds (2/3) of the votes of the OWNERS, which is consented to by INSTITUTIONAL LENDERS holding mortgages on a majority of the LOTS, shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to two (2) months' total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to four (4) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

3.05 Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE.

3.06 Taxes. The ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the ASSOCIATION, as a COMMON EXPENSE.

3.07 Insurance. The ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.07.1 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and other property owned by the ASSOCIATION, excluding land, foundations, excavations and other items normally excluded from insurance coverage. The ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property without the approval of (i) at least two-thirds (2/3) of the votes of the OWNERS, which is consented to by INSTITUTIONAL LENDERS holding mortgages on two-thirds (2/3) of the LOTS, and (ii) DECLARANT, if DECLARANT owns any LOT or holds a mortgage encumbering any LOT.

3.07.2 Comprehensive General Liability Insurance protecting the ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least $1,000,000 for any single occurrence.

3.07.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the ASSOCIATION, covering the maximum funds that will be in the custody or control of the ASSOCIATION or any managing agent, which coverage shall be

for at least the sum of three (3) months ASSESSMENTS on all homes plus reserve funds.

3.07.4 Such other insurance as may be desired by the ASSOCIATION, such as flood insurance, errors and omissions insurance, workmen's compensation insurance or any other insurance.

3.07.5 All insurance purchased by the ASSOCIATION must include a provision requiring at least ten (10) days written notice to the ASSOCIATION before the insurance can be cancelled or the coverage reduced for any reason, and shall name the MASTER ASSOCIATION as an additional insured under each such policy or policies.

3.07.6 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed $2,500 or such other sum as is approved by the OWNERS.

3.07.7 Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be cancelled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding the mortgages encumbering the HOMES which secure the largest aggregate indebtedness shall control.

3.08 Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the ASSOCIATION when due, or may secure new insurance upon the lapse of any insurance policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

3.09 Damage or Destruction. In the event any improvement within any COMMON AREA is damaged or destroyed due to fire, flood, wind or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by (i) two-thirds (2/3) of the votes of the OWNERS and consented to by INSTITUTIONAL LENDERS holding mortgages on two-thirds (2/3) of the LOTS, and (ii) DECLARANT, if DECLARANT owns any LOT or holds a mortgage encumbering any LOT. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

3.10 Mortgage and Sale of COMMON AREA. The ASSOCIATION shall not abandon, partition, subdivide, encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of (i) at least two-thirds (2/3) of the votes of the OWNERS, consented to by INSTITUTIONAL LENDERS holding mortgages on two-thirds (2/3) of the LOTS, and (ii) DECLARANT, if DECLARANT owns any LOT or holds a mortgage encumbering any LOT. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

3.11 Maintenance of COMMON AREAS and other Property. The ASSOCIATION shall maintain all COMMON AREAS and property owned by the ASSOCIATION, and all improvements and landscaping thereon, in good condition at all times. If pursuant to any easement the ASSOCIATION is to maintain any improvement within the SUBJECT PROPERTY, then the ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the ASSOCIATION shall have the right, but not the obligation, to assume the operation and/or maintenance of any of the SUBJECT PROPERTY which is not owned by the ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such portion of the SUBJECT PROPERTY by the ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable, the ASSOCIATION shall so notify any OWNER otherwise responsible for such operation or maintenance, and thereafter such portion of the SUBJECT PROPERTY shall be operated and/or maintained by the ASSOCIATION and not by the OWNER until the BOARD determines no longer to assume the operation and/or maintenance of such portion of the SUBJECT PROPERTY and so notifies the OWNER in writing. Without limitation, the ASSOCIATION shall have the right to assume the operation and/or maintenance of any walls or fences at or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, swale areas or other improvements at or near any public road right-of-ways within or contiguous to the boundary of SUBJECT PROPERTY; provided, however, that the ASSOCIATION cannot assume the operation and/or maintenance of such portions of the SUBJECT PROPERTY operated and/or maintained by the MASTER ASSOCIATION without the consent of the MASTER ASSOCIATION. To the extent the ASSOCIATION assumes operation and/or maintenance of any portion of the SUBJECT PROPERTY which is not owned by the ASSOCIATION, the ASSOCIATION shall have an easement and right to enter upon any such portion of the SUBJECT PROPERTY in connection with the operation or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the ASSOCIATION of the operation and/or maintenance of any portion of the SUBJECT PROPERTY which is not owned by the ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, the DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any portion of the SUBJECT PROPERTY may be made a permanent obligation of the ASSOCIATION. The ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any portion of the SUBJECT PROPERTY if the BOARD, in its sole and absolute discretion, determines this would be in the best interests of the residents of the SUBJECT PROPERTY. Notwithstanding the foregoing, if any HOMEOWNER or any resident of the SUBJECT PROPERTY, or their guests or invitees, damages any COMMON AREA or any improvement thereon, the OWNER of any such LOT shall be liable to the ASSOCIATION for the cost of repair or restoration to the extent not covered by the ASSOCIATION's insurance. Without limiting the foregoing, the ASSOCIATION may, at its option, maintain all landscaping and streetlighting (including any utilities used in connection therewith) within or along any public road right-of-way within or contiguous to the boundary of the SUBJECT PROPERTY unless the MASTER ASSOCIATION has assumed the responsibility for maintenance of such landscaping and streetlighting.

4. Easements. Each of the following easements are hereby created, which shall run with the SUBJECT PROPERTY and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

4.01 Easements for Pedestrian Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, the holders of any mortgage encumbering any LOT, and their guests and invitees.

4.02 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.03 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance, fire and emergency vehicle services, and mail carrier companies, over and across the SUBJECT PROPERTY as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY and the OWNERS. Also, easements as may be required for the installation, maintenance, repair and provision of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY or any LOT, including but not limited to electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall not pass over, under or through any of the LOTS other than the LOT so affected, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT and, except in the event of any emergency, entry onto any LOT shall be made with reasonable notice to the OWNER.

4.04 Additional Easements. DECLARANT (so long as DECLARANT owns any LOTS) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon under and/or across the COMMON AREAS in favor of the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees, or in favor of any other PERSON, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the SUBJECT PROPERTY in favor of the ASSOCIATION and/or the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees or in favor of any PERSON, public or quasi-public authority, or utility company, as the DECLARANT or the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBJECT PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the joinder of the OWNERS and the INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DECLARANT and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

5. USE RESTRICTIONS.

5.01 Garages. No garage shall be erected which is separate from a HOME. No garage shall be permanently enclosed, and no portion of a garage required for the parking of an automobile shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.

5.02 No Trade or Business. No trade, business, profession, commercial activity or any other non-residential use shall be conducted upon any portion of the SUBJECT PROPERTY or upon any LOT or within any HOME.

5.03 Leases. All leases of a HOME must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than six (6) months.

5.04 Outside Storage of Personal property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's HOME, except for tasteful patio furniture and other personal property commonly kept outside.

5.05 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT, whether for storage or otherwise, without the prior written consent of the ASSOCIATION.

5.06 Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNERS's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a HOME or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

5.07 Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, no vehicle shall be parked outside of a HOME overnight without prior written consent of the ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. Motorcycles are not permitted except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create any unreasonable annoyance to the residents of the SUBJECT PROPERTY.

5.08 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Any pet must be carried or kept on a leash when outside of a HOME or fenced-in area of a LOT. No pet shall be kept outside of a HOME unless someone is present in the HOME. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation hereof.

5.09 Landscaping. The OWNER of each LOT containing a HOME shall be required to install and maintain tasteful landscaping on his LOT, and on any contiguous property between his LOT and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping plans approved by the ASSOCIATION. All such landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, inspect and disease control shall be performed by the OWNER. The OWNER of each LOT shall be required to maintain the banks(non-landscaped areas which are unsubmerged and above the mean-waterline) of any abutting lakes, canals or waterways, in accordance with the requirements of controlling governmental authorities. Underground sprinkler systems shall be installed, maintained and used for irrigation purposes. All landscaped areas shall be primarily sodded with grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the ASSOCIATION. All dead or diseased sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any LOT (except within the interior of a HOME).

5.10 Maintenance. Each OWNER shall maintain his HOME and all improvements upon his LOT in first class condition at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in this DECLARATION or by the MASTER ASSOCIATION as provided in the MASTER DECLARATION, and such maintenance responsibility shall include any driveway located upon each LOT or which otherwise exclusively serves the LOT. The exterior of all HOMES, including but not limited to roofs, walls, windows, patio areas, pools, screenings and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other HOMES, and no excessive rust deposits on the exterior of any HOME, peeling of paint or discoloration of same shall be permitted. All sidewalks, driveways and parking areas within the LOT or otherwise serving the LOT shall be cleaned and kept free of debris; and cracks, damages and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

5.11 Clotheslines and Outside Clothes Drying. No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

5.12 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by the

residents of the SUBJECT PROPERTY shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

5.13 Outside Antennas. No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire SUBJECT PROPERTY.

5.14 Lakes and Boats. No swimming or boating (motorized or non-motorized) is allowed in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within the SUBJECT PROPERTY. No OWNER shall install any improvements upon a LOT within twenty (20) feet of any lake or canal without the prior written consent of the ASSOCIATION, including but not limited to landscaping (other than sod), fences, walls or any other improvements. No boats may be kept or stored outside of any HOME, without the prior written consent of the ASSOCIATION. other improvements.

5.15 Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ASSOCIATION so that they shall be substantially concealed or hidden from any eye-level view from any street within the SUBJECT PROPERTY or adjacent LOT. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted.

5.16 Signs. No signs shall be placed upon any LOT, and no signs shall be placed in or upon any HOME which are visible from the exterior of the HOME, without the prior written consent of the ASSOCIATION. Any permitted entrance feature, sign or treatment on a LOT which is visible from the exterior of any LOT shall be maintained in first-class condition at all times by the applicable OWNER.

5.17 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a HOME or when permanent window treatments are being cleaned or repaired.

5.18 Walls and Fences. Any wall or fence construction upon a LOT shall be of uniform type approved by the ASSOCIATION, and shall be maintained in good condition and in a uniform manner and color by the OWNER.

5.19 Enclosures. All screened-in porches, patios, pool areas or other enclosures must have a screen or open roof if same extends beyond the roof line originally constructed upon the HOME, unless the ASSOCIATION agrees to the contrary in writing.

5.20 Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of both the ASSOCIATION and the MASTER ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake, swale any water retention portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion

of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

5.21 Architectural Control for Exterior Changes.

5.21.1 OWNER to Obtain Approval. No OWNER shall make, install, place, or remove any building, fence, wall, patio area, pool, spa, landscaping or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the LOT or the exterior of the HOME, unless the OWNER first obtains the written approval of the ASSOCIATION to same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement.

5.21.2 ASSOCIATION's Consent. Any request by an OWNER for approval by the ASSOCIATION to any addition, alteration, improvement or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any LOT or HOME, but may be withheld due to purely aesthetic considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the ASSOCIATION, and in the event the ASSOCIATION fails to disapprove any request within such 30 day period, the consent shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION's approval.

5.21.3 No Liability. The ASSOCIATION shall not be liable to any OWNER in connection with the approval or disapproval of any alteration, addition, improvement or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications (i) are complete or do not contain defects, or (ii) in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or (iii) are in fact architecturally or aesthetically appropriate, or (iv) comply with any applicable governmental requirements; and the ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

5.21.4 Declarant. For as long as DECLARANT owns any LOT, any architectural approval required for any LOT pursuant to this DECLARATION shall be deemed given and satisfied with respect to such LOT (including both new construction and additions, alterations or improvements to existing construction) as, when and if architectural approval is given with respect to such LOT by the MASTER ASSOCIATION or otherwise in accordance with the architectural approval provisions set forth in the MASTER DECLARATION.

6. ASSESSMENT FOR COMMON EXPENSES.

6.01 Each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except for any ASSESSMENTS owed by DECLARANT, and except as provided in Paragraph 7.01.6 of this DECLARATION.

6.02 Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year, which budget shall provide reasonable reserves for replacement and deferred maintenance. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each LOT, and shall notify each OWNER in writing of the amount, frequency and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as herein provided for regular ASSESSMENTS, and shall be payable in the manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

6.03 ASSESSMENTS for COMMON EXPENSES as to any LOT not containing a HOME shall be twenty percent (20%) of the ASSESSMENTS for COMMON EXPENSES for a LOT containing a HOME and, except for the foregoing, the ASSESSMENTS for COMMON EXPENSES assessed against each LOT shall be equal. The full ASSESSMENT for COMMON EXPENSES as to each LOT upon which a HOME is constructed shall commence on the (i) first day of the first full calendar month following the month in which a certificate of occupancy for the HOME has been issued, or (ii) upon the conveyance of the LOT by DECLARANT, or (iii) upon the first occupancy of the HOME, whichever occurs first.

6.04 In addition to ASSESSMENTS for COMMON EXPENSES, the first OWNER acquiring title to a LOT with a HOME constructed thereon shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

6.05 Notwithstanding the foregoing, until such time as each of T.H.G. and ORIOLE no longer owns any LOT, or until DECLARANT notifies the ASSOCIATION in writing that DECLARANT elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any LOT owned by DECLARANT, but in lieu thereof, DECLARANT shall be responsible for all COMMON EXPENSES in excess of the ASSESSMENTS for COMMON EXPENSES receivable from the other OWNERS (~~including working capital contributions~~) and other income received by the ASSOCIATION. During such period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES for LOTS owned by DECLARANT, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT based upon DECLARANT's estimate of what the expenses of the ASSOCIATION would be if all LOT and improvements contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if

the development of the SUBJECT PROPERTY as contemplated by DECLARANT was complete. In any event, DECLARANT shall not be required to fund reserves allocated to any unbuilt LOT or any LOT owned by DECLARANT.

7. DEFAULT.

7.01 Monetary Defaults and Collection of Assessments.

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

7.01.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION the aggregate of ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES and/or for all other ASSESSMENTS payable to the ASSOCIATION.

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

7.01.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner as a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any Claim of Lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

7.01.5 Rental and Receiver. If an OWNER remains in possession of his HOME and the Claim of Lien of the ASSOCIATION against his HOME is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the HOME, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

7.01.6 Subordination of Lien. The lien of the ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any first mortgage of record of any INSTITUTIONAL LENDER. Where any PERSON obtains title to a LOT pursuant to the foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or where an INSTITUTIONAL LENDER accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or acceptance of a deed in lieu thereof, unless the payment of such funds is secured by a Claim of Lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other monies are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any PERSON who acquires a LOT, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including without limitation PERSONS acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the HOME or enjoyment of the COMMON AREAS, until such time as all unpaid ASSESSMENTS and other monies have been paid in full.

7.01.7 Assignment of claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to any third party.

7.01.8 Unpaid ASSESSMENTS - Certificate. Within 15 days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any PERSON who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby.

7.01.9 Application of Payment. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred through trial and appellate levels by the ASSOCIATION incidental to the collection of assessments and other monies owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

7.02 Non-Monetary Defaults.

7.02.1 In the event of a violation by any OWNER or any tenant of an OWNER, or any PERSON residing with them, or their

guests or invitees (other than the non-payment of any ASSESSMENT or other monies), of any of theprovisions of this DECLARATION, the ARTICLES, the BYLAWS or any adopted Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

7.02.1.1 Impose a fine against the OWNER or tenant as provided in Paragraph 7.03; and/or

7.02.1.2 commence an action to compel the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.02.1.3 Commence an action to recover damages; and/or

7.02.1.4 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

7.02.2 All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings instituted to enforce this DECLARATION, including reasonable attorneys' fees through trial and appellate levels, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT through trial and appellate levels, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a Claim of Lien in the public records of the County in which the SUBJECT PROPERTY is located.

7.03 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed one (1) month's ASSESSMENT for COMMON EXPENSES for the first offense, two (2) month's ASSESSMENTS for COMMON EXPENSES for a second similar offense, and three (3) month's ASSESSMENTS for COMMON EXPENSES for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the OWNER or tenant, signed by an officer of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within 10 days after receipt of the notice imposing the fine. If the OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing within 30 days after receipt of the OWNERS's or tenant's objection, and shall give the OWNER or tenant not less than 10 days' written notice of the hearing date. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The OWNER or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the BOARD shall ratify, reduce or eliminate the fine and shall give the OWNER or tenant written notice of its decision. Any fine shall be due and payable within

10 days after written notice of the imposition of the fine, or if a hearing is timely requested within 10 days after written notice of the BOARD's decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within 10 days after same is due, the ASSOCIATION shall have the right to evict the tenant pursuant to Paragraph 7.06 of this DECLARATION.

7.04 Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or HOME, or the COMMON AREAS.

7.05 Responsibility of an OWNER for Occupants, Tenants,Guests and Invitees. Each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any PERSON residing in his HOME, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provision of this DECLARATION, the ARTICLES, or the BYLAWS, by any resident of any HOME, or any guest or invitee of an OWNER or any resident of a HOME, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

7.06 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any PERSON present in any HOME or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the HOME, if such PERSON shall materially violate any provision of this DECLARATION, the ARTICLES, or BYLAWS, or shall create a nuisance or any unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such PERSON shall be required to immediately leave the SUBJECT PROPERTY and if such PERSON does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the PERSON to leave the SUBJECT PROPERTY and, where necessary, to enjoin such PERSON from returning. The expense of any such action, including attorneys' fees through trial and appellate levels, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

7.07 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.08 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted for as it might have by law.

7.09 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

8. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the SUBJECT PROPERTY and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, one hundred percent (100%) of the OWNERS and INSTITUTION LENDERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until two-thirds (2/3) of the OWNERS and INSTITUTIONAL LENDERS holding mortgages on two-thirds (2/3) of LOTS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located; provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DECLARANT so long as the DECLARANT owns any LOT, or holds any mortgage encumbering any LOT.

9. AMENDMENT.

9.01 This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the OWNERS, which is consented to by INSTITUTIONAL LENDERS holding mortgages on a majority of LOTS. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, this DECLARATION may be amended from time to time by DECLARANT and without the consent of the ASSOCIATION or any OWNERS, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include amendments adding any real property to the SUBJECT PROPERTY or deleting any real property from the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the OWNERS and mortgagees of such portion of the SUBJECT PROPERTY if different than DECLARANT. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment is duly adopted.

9.02 No amendment shall discriminate against any OWNER or class or group or OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's

proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the rights, priorities or security of INSTITUTIONAL LENDERS unless all INSTITUTIONAL LENDERS consent to the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

10. SPECIAL PROVISIONS

10.01 INSTITUTIONAL LENDERS.

10.01.1 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any LOT, identifying the name and address of the holder, insurer guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

10.01.1.01 Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

10.01.1.02 Any sixty (60)-day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

10.01.1.03 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION; and,

10.01.1.04 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

10.01.2 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of INSTITUTIONAL LENDERS or otherwise from the holder(s) of any mortgage(s) encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law to any action of the ASSOCIATION or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such INSTITUTIONAL LENDERS or holders by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which responses must be received by the ASSOCIATION within thirty (30) days after the INSTITUTIONAL LENDER or holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all members of the BOARD, which affidavit, where necessary, may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

10.02 DECLARANT. Notwithstanding any provisions set forth in this DECLARATION to the contrary, whenever any vote of OWNERS is required or necessary pursuant to any provision of this DECLARATION, for as long as DECLARANT owns any LOT, in addition to any otherwise specified percentage vote of OWNERS other than DECLARANT which may be required under this DECLARATION, DECLARANT (to the extent that more than one (1) PERSON shall be a DECLARANT, then all and each of such DECLARANTS) must vote in

favor of, or in the alternative not vote against, any action or conduct for the same to be undertaken by the ASSOCIATION or OWNERS consistent with the result contemplated by such vote of OWNERS.

10.03 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments which are owed by the ASSOCIATION and are in default, or any overdue insurance premiums, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees through trial and appellate levels.

11. MISCELLANEOUS.

11.01 Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES and the BYLAWS, in that order, shall control.

11.02 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other PERSON, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

11.03 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

11.04 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

11.05 Assignment of DECLARANT's Rights. Any or all of the rights, privileges or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any PERSON pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

11.06 Performance of ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

11.07 Inapplicability of Condominium Act. It is acknowledged that the ASSOCIATION is not intended to be a

condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718 of the Florida Statutes.

11.08 Actions Against DECLARANT. The ASSOCIATION shall not institute any legal proceedings against DECLARANT without the consent of one hundred percent (100%) of the votes of the OWNERS, which is consented to by INSTITUTIONAL LENDERS holding mortgages on a majority of the LOTS.

11.09 FHA/VA Approval. If any mortgage encumbering any HOME is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the ASSOCIATION by either such agency, the following action, if made by DECLARANT or if made prior to the completion of seventy-five percent (75%) of the HOMES which may be built within the SUBJECT PROPERTY, must be approved by either such agency: (i) any annexation of additional property; (ii) any mortgage, transfer or dedication of any COMMON AREA; (iii) any amendment to this DECLARATION, the ARTICLES or the BYLAWS, if such amendment materially and adversely affects the OWNERS or materially and adversely affects the general scheme of development created by this DECLARATION, provided, however, such approval shall specifically not be required where the amendment is made to add any property specifically identified in this DECLARATION, or to correct errors or omissions, or is required to comply with the requirements of any INSTITUTIONAL LENDER, or is required by any governmental authority; or (iv) any merger, consolidation or dissolution of the ASSOCIATION. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to DECLARANT or to the ASSOCIATION within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval maybe conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

11.10 Property Owned by DECLARANT. For purposes of this DECLARATION, any portion of the SUBJECT PROPERTY owned and any mortgage held by DECLARANT any subsidiary of DECLARANT or by the parent corporation of DECLARANT shall be deemed owned or held by DECLARANT.

12. DEDICATIONS. The DECLARANT reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company, and shall also have the right to direct the ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. This right of DECLARANT shall terminate when DECLARANT no longer has any interest in any portion of the SUBJECT PROPERTY, either as OWNER or mortgagee, and thereafter this right shall be vested within the ASSOCIATION. Any portion of the SUBJECT PROPERTY, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Paragraph 12 of the DECLARATION shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument dedicating, granting or conveying any such portion of the SUBJECT PROPERTY, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this DECLARATION.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 2 day of November, 1987.

ATTEST:

Its: ____ Secretary

T.H.G. COUNTRY POINT, INC., a Florida corporation

By: _____
Its: ____ President

(CORPORATE SEAL)

ATTEST:

Its: ____ Secretary

ORIOLE HOMES CORP., a Florida corporation

BY: _____
Its: ~~President~~ V.P. Chairman of the E

(CORPORATE SEAL)

IN WITNESS WHEREOF, the ASSOCIATION hereby acknowledges and accepts each and every of the obligations, rights, privileges, liabilities and responsibilities set forth in this DECLARATION as binding or benefiting the ASSOCIATION, and the ASSOCIATION agrees to be bound by the terms and provisions of this DECLARATION, this 2 day of November, 1987.

ATTEST:

Its: ___ Secretary

COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC., a Florida corporation, Non-for-Profit

_____
Its: ____ President

(CORPORATE SEAL)

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of November, 1987, by DONALD C. ALEXANDER and _____ the ____ President and ____ Secretary, respectively, of T.H.G. COUNTRY POINT, INC., a Florida corporation, on behalf of said corporation.

_____
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires March 13, 1988
Bonded Thru Troy Fain - Insurance, Inc.

(Notary Seal)

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of NOVEMBER, 1987, by E. E. HUBSHMAN and VICE CHAIRMAN OF THE BOARD the ~~President and Secretary, respectively~~, of ORIOLE HOMES CORP., a Florida corporation, on behalf of said corporation.

Denise T. Lusatro
Notary Public, State of Florida
at Large

My commission expires: Notary Public, State of Florida My Commission Expires March 13, 1988 Bonded Thru Troy Fain - Insurance, Inc. (Notary Seal)

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of NOVEMBER, 1987, by ANDREW B. BLASI and _____ the ___ President ~~and Secretary, respectively~~, of COUNTRY POINT ESTATES COMMUNITY ASSOCIATION, INC., a Florida corporation Not-for-Profit, on behalf of said corporation.

Denise T. Lusatro
Notary Public, State of Florida
at Large

My commission expires: Notary Public, State of Florida My Commission Expires March 13, 1988 Bonded Thru Troy Fain - Insurance, Inc. (Notary Seal)

CP-01

This Instrument Prepared By:

Andrew B. Blasi, Esq.
Berger & Blasi, P.A.
805 East Broward Blvd, Suite 300
Fort Lauderdale, Fl 33301

Exhibit A

The following lots as shown on the plat of Country's Point as recorded in Plat Book 119 at Page 29 of the Public Records of Broward County, Florida:

Lots 4, 5, 7 of Block 1.

Lots 1, 2, 3, 6, 8, and 9 of Block 2.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Block 3.

Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of Block 4.

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Block 5.

Lots 4, 5, 6 and 7 of Block 6.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Block 7.

Lots 1, 2, 3, 4, 5, 6 and 7 of Block 8.

Lots 1, 2, 3, 4, 5, 6 and 7 of Block 9.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Block 10.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Block 11.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Block 12.

Lots 1, 2, 3, 4 and 5 of Block 13.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

Tracts R, L, S and L-6, together with those portions of Tracts M, N, O, K, J, I and Q which do not constitute lakes or bodies of water, all of the foregoing Tracts lying within the Plat of Country's Point, according to the Plat thereof, as recorded in Plat Book 119, Page 29 of the Public Records of Broward County, Florida.

COUNTRY'S POINT

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS - LAND SURVEYORS FT. LAUDERDALE, FLORIDA



LOCATION SKETCH

N.T.S.

BROWARD COUNTY OFFICE OF PLANNING

This Plat is approved and accepted for Record this _____ day of _____, 1984

By _____
Director

BROWARD COUNTY CENTRAL SERVICES DEPARTMENT - ARCHIVES & MINUTES DIVISION

This is to certify that this Plat is approved and accepted for recording by the Board of County Commissioners of Broward County, Florida this ___ day of JUNE A.D. 1983

A.T. Johnson ..... County Administrator

By _____
Deputy

By _____
Chairman of Board of County Commissioners

BROWARD COUNTY FINANCE DEPARTMENT - RECORDING DIVISION

This Plat filed for record this _____ day of _____ A.D. 1984 and recorded in Plat Book ___ at Page _____ Record Verified

A.T. Johnson ..... County Administrator

By _____
Deputy

BROWARD COUNTY PLANNING COUNCIL

This is to certify that the Broward County Planning Council has approved this plat with regard to dedication of Right-of-Way for Trafficways by resolution duly adopted this _____ day of _____ A.D. 1983

_____
Chairman

BROWARD COUNTY ENGINEERING DIVISION

This Plat approved and accepted for record

By _____ 2-20-84
Henry P. Cook Date
Director
Fla. PE Reg. No. 12506

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD ss

I hereby certify that this plat is a true and correct representation of the lands surveyed and described hereon, and that the survey complies with all the requirements of F.S. CH. 177, Part 1, F.S. CH. 177, Chapter 21HH-6, F.A.C. applicable to survey data of F.S. CH. 177, Part 1, F.S. CH. 177, Chapter 21HH-6, F.A.C. applicable to survey data requirements on Plats, and that I am a professional land surveyor in the State of Florida, registration No. 1328, and that the P.R.M.'s will be set prior to recording of this plat; the P.C.P.'s as shown hereon to be set in accordance with F.S. CH. 177

By _____
E.W. Stoner
Registered Land Surveyor No. 1328
State of Florida

DEDICATION

STATE OF FLORIDA
COUNTY OF BROWARD ss

Know all men by these presents that Alberto Vadia and Rosario Vadia, owners of the lands described hereon, have caused said lands to be surveyed, subdivided and platted in the manner shown hereon, and do hereby dedicate to the County, in Fee Simple, the rights-of-way as shown hereon are hereby dedicated to the public for proper purposes and that the Southern Bell Utility Easement as shown on Sheet 2 hereof is hereby dedicated to Southern Bell for proper purposes.

In witness whereof: We hereby set our hands in the City of Miami, County of Dade, State of Florida, this 27th day of January A.D. 1983

Witness _____ As to both
ALBERTO VADIA

Witness _____ As to both
ROSARIO VADIA

ACKNOWLEDGEMENT

State of Florida ss
County of Dade

I hereby Certify: That on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgements, ALBERTO VADIA and ROSARIO VADIA, to me well known to be the individuals who executed the foregoing Dedication and Acknowledged before me that they executed same freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and seal in Dade County, Florida this 27th day of January A.D. 1983 My Commission expires JUNE 10, 1984

_____
Notary Public - State of Florida

PINE TREE WATER CONTROL DISTRICT

This Plat has been approved by the Pine Tree Estates Water Management District this 26th day of January A.D. 1983

By _____
Jerry A. Dowd Chairman

DEDICATION (Cont.)

The "Easements" shown hereon and referred to above are defined as follows:

- The Utility Easement is dedicated for the purpose of installation, maintenance and operation of public utilities.
- The Maintenance Easement (M.E.) is dedicated for the purpose of maintenance of the utility and drainage system.
- The Drainage Easement (D.E.) is dedicated for the purpose of installation, maintenance and operation of the drainage system.
- There is hereby dedicated to the perpetual use of the public over across and under Tracts C, D, I, J, K, M, N, O & P a Flow Through Easement for the purpose of allowing for the storage and/or movement of storm waters.
- The Sidewalk Easement is dedicated for the purpose of installation, maintenance and use of sidewalks.

DESCRIPTION

A portion of Section 1, Township 48 South, Range 41 East, being more particularly described as follows:
The East three-Quarters (E¾) of the East One-Half (E½) of the described as the East three-Eighths (E⅜), of said Section 1, LESS road right-of-way for State Road No. 7 (U.S. 441) and LESS the South 950.17 feet as measured along the East boundary of said property;
AND LESS THE FOLLOWING:
A portion of Pelican Hathaway Road being more particularly described as follows:
COMMENCE at the Southeast corner of the Northeast One-Quarter (NE¼) of said Section 1, said corner having a Florida State Plane Coordinate of N 710,163.31 and E 751,250.15 (East Zone); THENCE on a grid bearing of N 89°53'18"W along the South line of said Northeast One-Quarter (NE¼) a distance of 100.02 feet to a line 100 feet West of and parallel with the East line of said Section 1, said line being the West right-of-way line of State Road No. 7; THENCE N 00°54'32"W along said West right-of-way line a distance of 374.16 feet; THENCE N 00°54'32"W along said West right-of-way line a distance of 96.04 feet to the POINT OF BEGINNING; THENCE N 45°23'33"W a distance of 49.05 feet; THENCE N 89°35'35"W a distance of 168.64 feet to a point of curvature of a tangent curve concave to the South; THENCE Westerly along the arc of said curve, to the left, having a central angle of 04°05'27" a radius of 1,637.06 feet for an arc distance of 133.36 feet to a point on a non-tangent line; THENCE S 86°16'04"W a distance of 200.91 feet to a point on the arc of a non-tangent curve, concave to the Southeast, a radial line of said curve through said point having a bearing of N 10°14'08"W; THENCE Southwesterly, along the arc of said curve, to the left, having a central angle of 19°17'05" and a radius of 1,642.86 feet for an arc distance of 553.05 feet to a point of tangency; THENCE S 89°56'43"W a distance of 330.00 feet to a point of curvature of a tangent curve concave to the Northwest; THENCE Southwesterly along the arc of said curve, to the right, having a central angle of 16°49'12" and a radius of 1,969.86 feet for an arc distance of 578.29 feet to a point of non-tangency on the West line of the East three-Quarters (E¾) of the East One-Half (E½) of said Section 1; THENCE N00°55'22"W along said West line a distance of 84.90 feet to the South line of the Northeast One-Quarter (NE¼) of said Section 1; THENCE N 00°54'58"W along said West line a distance of 97.00 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of N 19°52'41"W; THENCE Northeasterly along the arc of said curve, to the left, having a central angle of 16°10'35" and a radius of 1,849.86 feet for an arc distance of 522.27 feet to a point of tangency; THENCE N 62°15'43"E a distance of 300.00 feet to a point of curvature of a tangent curve concave to the Southeast; THENCE Northeasterly and Easterly along the arc of said curve, to the right, having a central angle of 91°40'22" and a radius of 1,969.86 feet for an arc distance of 951.60 feet to a point of tangency; THENCE S 89°35'35"E a distance of 163.00 feet; THENCE N 44°56'03"E a distance of 49.54 feet to the said West right-of-way line of State Road No. 7; THENCE S 00°54'32"E along said West right-of-way line a distance of 202.03 feet to the POINT OF BEGINNING.

AND LESS THE FOLLOWING:
A portion of Hillsboro Boulevard being more particularly described as follows:
COMMENCE at the Northeast corner of said Section 1, said corner having a Florida State Plane Coordinate of N 712,623.41 and E 750,195.27 (East Zone); THENCE on a grid bearing of S 00°54'32"E along the East line of said Section 1, a distance of 871.30 feet to the centerline of Hillsboro Boulevard; FOR CONTINUATION SEE SHEET NO. 2

COUNTRY'S POINT

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

BROWARD COUNTY FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS LAND SURVEYORS FT. LAUDERDALE, FLORIDA

Scale 1" = 300'

0 300 600 900

DESCRIPTION Continued

THENCE S 89°05'28"E along said centerline a distance of 139.39 feet to the point of BEGINNING on the west right-of-way line of State Road No. 7, said point being on the arc of a non-tangent curve concave to the east, a radial line of said curve through said point having a bearing of S 46°37'43"W ; THENCE Northerly along the right-of-way line along the arc of said curve, to the right, having a central angle of 03°11'38" and a radius of 22,947.90 feet for an arc distance of 1,278.64 feet to a point on a non-tangent line ; THENCE S 43°31'21"W a distance of 50.42 feet to a line 60.00 feet north of and parallel with the said centerline of Hillsboro Boulevard ; THENCE S 89°05'28"W along said parallel line a distance of 1,824.18 feet to the west line of the East Three Quarters (E 3/4) of the East One Half (E 1/2) of said Section 1 ; THENCE S 00°56'58"W along said west line a distance of 120.00 feet to a line 180.00 feet South of and parallel with the said centerline of Hillsboro Boulevard ; THENCE N 89°05'28"E along said parallel line a distance of 1,305.79 feet ; THENCE S 89°28'31"E a distance of 200.36 feet to a line 70.00 feet South of and parallel with the said centerline of Hillsboro Boulevard ; THENCE N 89°05'28"E along said parallel line a distance of 331.00 feet ; THENCE S 44°11'33"E a distance of 36.38 feet to the said west right-of-way line of State Road No. 7 ; THENCE N 03°28'32"W along said west right-of-way line a distance of 53.38 feet to a point of curvature of a tangent Curve concave to the East ; THENCE Northerly, along said west right-of-way line along the arc of said curve, to the right, having a central angle of 00°05'46" and a radius of 26,747.80 feet for an arc distance of 44.16 feet to the POINT OF BEGINNING

AND LESS THE FOLLOWING :

An 80 foot Canal Right-of-Way, lying in said Section 1, the centerline of said right of way being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 1, said corner having a State Plane Coordinate of N 722,823.31 and E 781,193.27 (East Zone); THENCE S 89°05'28"W along the North line of said Section 1 a distance of 1,319.22 feet to the said centerline, said point being on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of N 89°21'48"W, said point being the POINT OF BEGINNING ; THENCE Northerly along the arc of said curve, to the right, having a central angle of 11°22'15" and a radius of 332.00 feet for an arc distance of 131.94 feet to a point of tangency ; THENCE S 11°07'03"W a distance of 183.60 feet to a point of curvature of a tangent curve concave to the Southeast ; THENCE Southerly along the arc of said curve, to the left, having a central angle of 18°04'15" and a radius of 400.00 feet for an arc distance of 421.48 feet to a point of tangency ; THENCE S 00°58 12"E a distance of 383.88 feet to a point of curvature of a tangent curve concave to the Northeast ; THENCE Southerly and Southeasterly along the arc of said curve, to the left, having a central angle of 16°09'33" and a radius of 1,061.44 feet for an arc distance of 299.35 feet to a point of tangency ; THENCE S 17°07'05"E, a distance of 112.05 feet to a point of curvature of a tangent curve concave to the Southwest ; THENCE Southeasterly along the arc of said curve, to the right, having a central angle of 16°05'53" and a radius of 1,368.43 feet for an arc distance of 384.36 feet to a point of tangency ; THENCE S 00°53'19"E a distance of 1,000.00 feet to a point of curvature of a tangent curve concave to the Northwest ; THENCE Southwesterly along the arc of said curve, to the right, having a central angle of 38°10'22" and a radius of 1,611.61 feet for an arc distance of 1,073.32 feet to a point of tangency ; THENCE S 17°13'33"W a distance of 315.00 feet to a point of curvature of a tangent curve concave to the East ; THENCE Southwesterly, Southerly and Southeasterly along the arc of said curve, to the left, having a central angle of 53°10'32" and a radius of 1,096.25 feet for an arc distance of 1,017.05 feet to a point of tangency ; THENCE S 35°57'22"E, a distance of 554.71 feet to a point of curvature of a tangent curve concave to the West ; THENCE Southeasterly, Southerly and Southwesterly along the arc of said curve, to the right having a central angle of 56°23'12" and a radius of 1,932.87 feet for an arc distance of 1,528.53 feet to a point of tangency ; THENCE S 89°33'50"W a distance of 474.17 feet to a point on a line 950.11 feet (as measured along the East boundary of said Section 1) North of and parallel with the South line of said Section 1, said point being the POINT OF TERMINATION.

Said land situate in Broward County, Florida containing 238.54 Acres, more or less.

NOTES

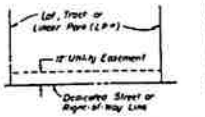
1. ⊙ Denotes Permanent Reference Monument
2. ○ Denotes Permanent Control Point
3. Curvilinear Lot Lines are Radial Unless Otherwise Indicated.
4. Cul-de-Sac Radii are 45 Feet with 25 Feet Return Radii.
5. Coordinates shown hereon are based on the Florida East (0901) State Plane System and are based on the Northeast Corner of Section 1, Township 48 South, Range 41 East as shown on STONER / KEITH RESURVEY of TOWNSHIP 48 SOUTH, RANGE 41 EAST (1974) Plat Book 3, at Page 44, Broward County, Records)
6. Bearings shown hereon are relative to the National Geodetic Survey Transverse Mercator Florida East Zone, Grid North
7. Elevations shown hereon are relative to the National Geodetic Vertical Datum Adjustment 1929 and are certified to meet N.G.S. Third Order Accuracy as of 3-20-84
8. ——— Indicates Non-Vehicular Access
9. Created hereby are the following easements :

   Utility Easement : Where any Lot, Tract or Linear Park abuts a Right-of-Way or Horizontal Street there exists a Utility Easement running parallel along the abutting boundary and extending twelve feet into the Lot, Tract or Linear Park (see detail below), unless otherwise indicated.

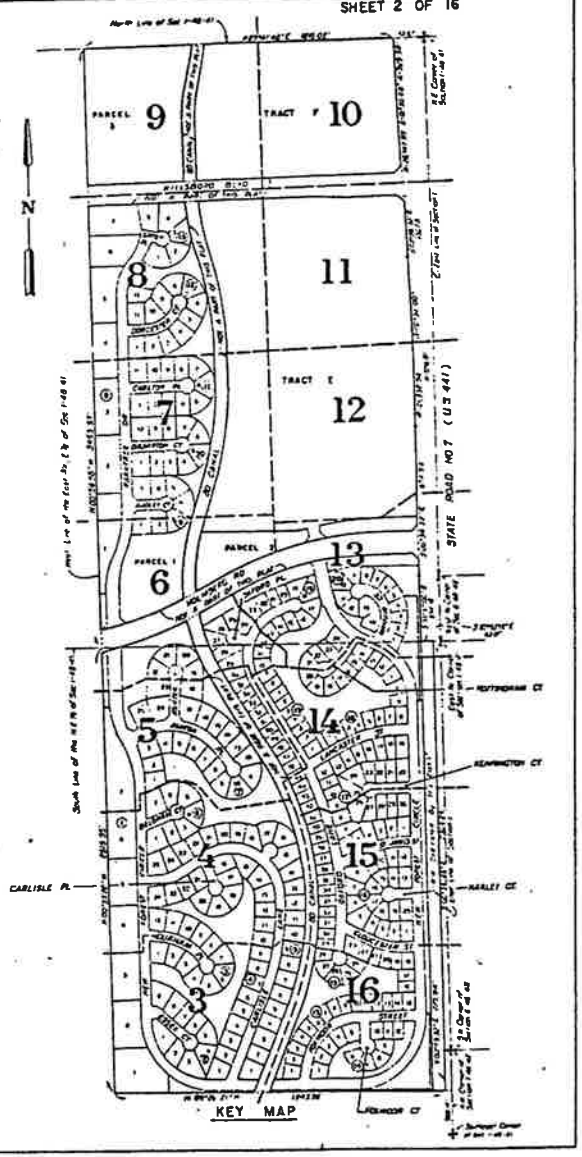
   Access Easements : Left Fronting on Civil or State Road is Not "Full Access" Easement except to the Extent of the Following from the Cul-de-Sac P/C to the P/T and Between the Civil & Face Hand

   Maintenance Easement : Are as shown hereon as D.E.

   Drainage Easement : Are as shown hereon as D.E.
10. Plat Restriction : Per 181 Suit Family, 185 Palm Homes, 396 Multi-family and 2117 Acres of Commercial and Developers Agreement, Circle Fix Inc. This restriction is for the benefit of the County with respect to the payment of impact fees and may be amended by an agreement with the County
11. Total Legislative Plat = 1,507,176 S.F. 34.60 AC.

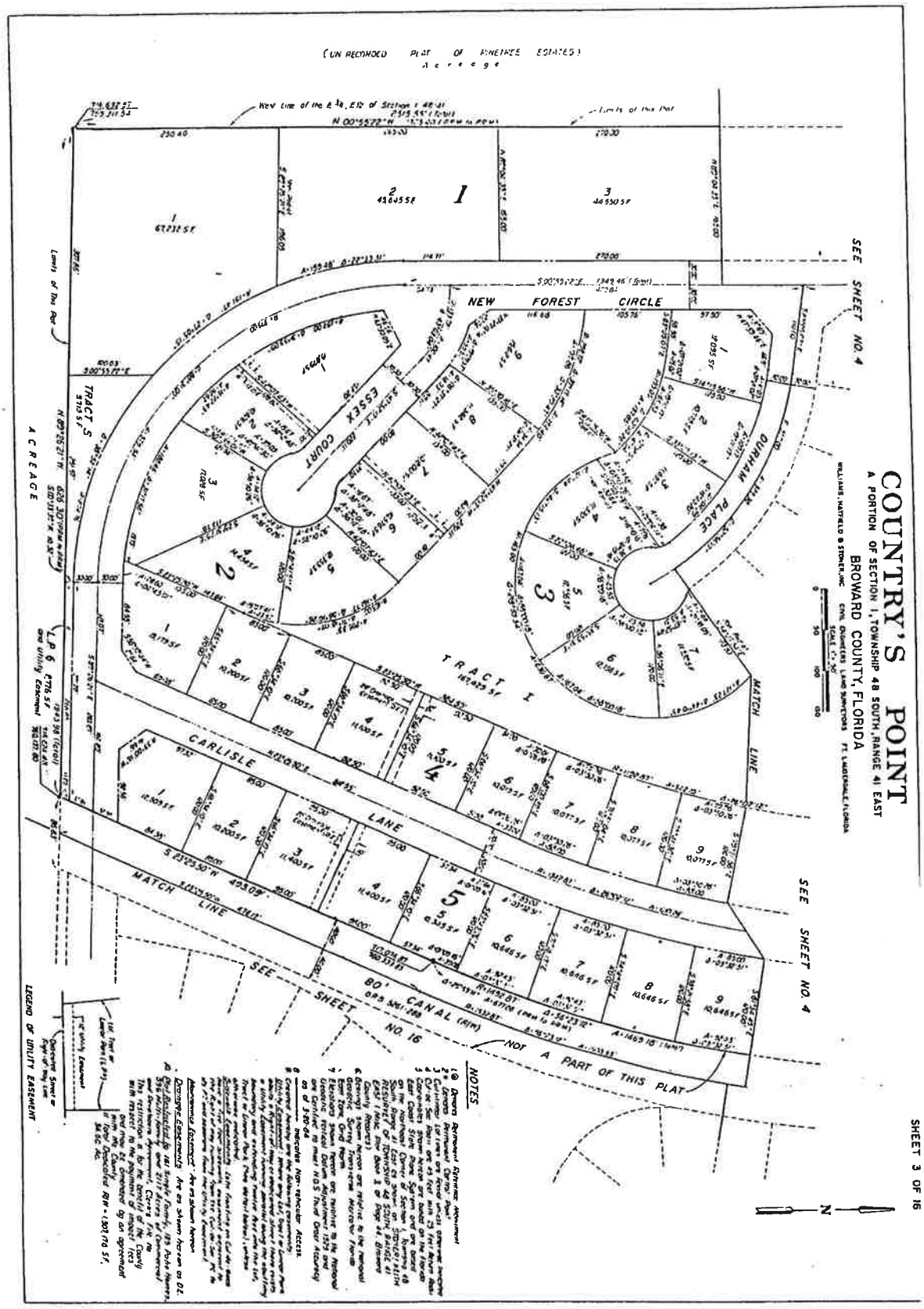


LEGEND OF UTILITY EASEMENT

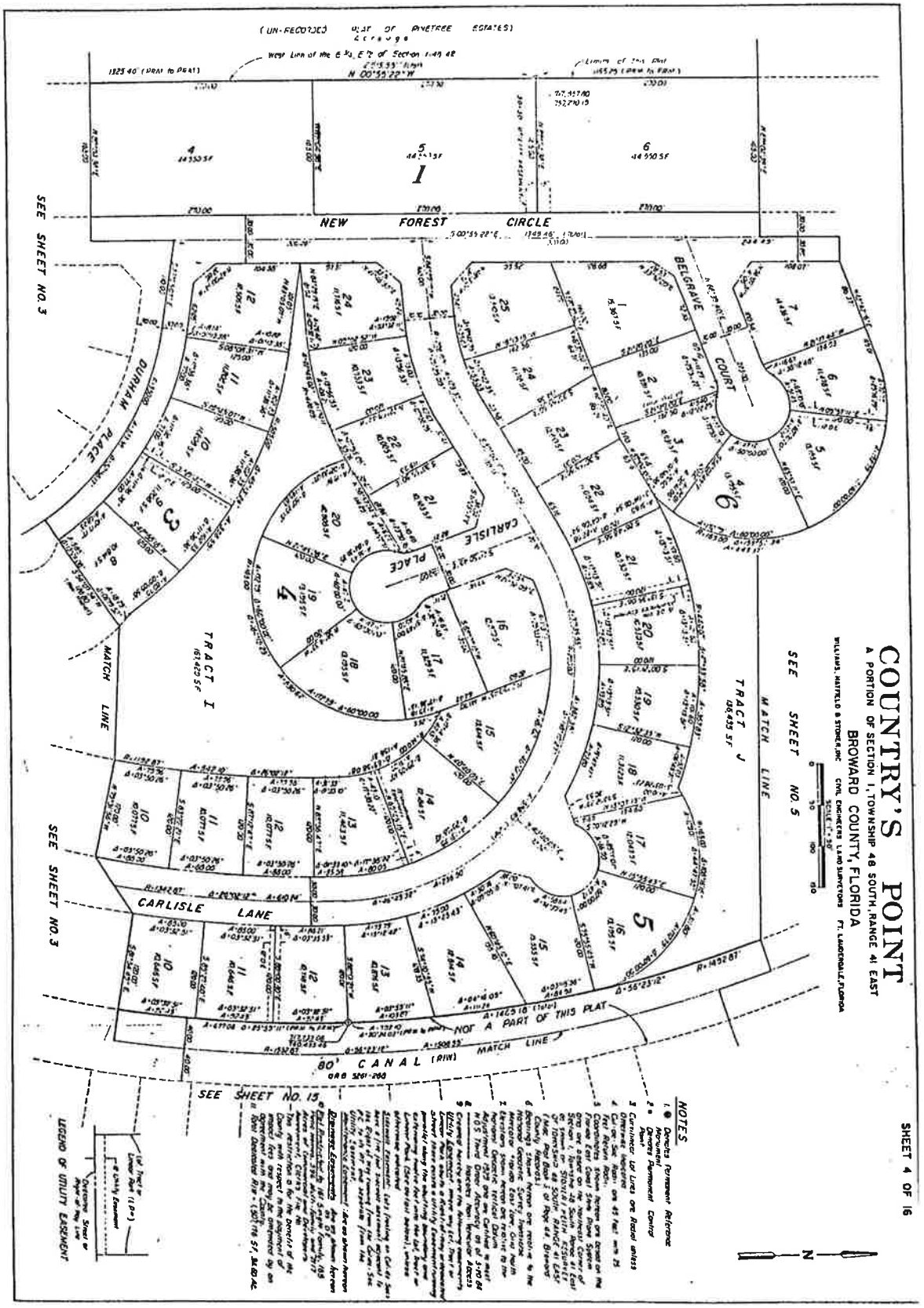


KEY MAP

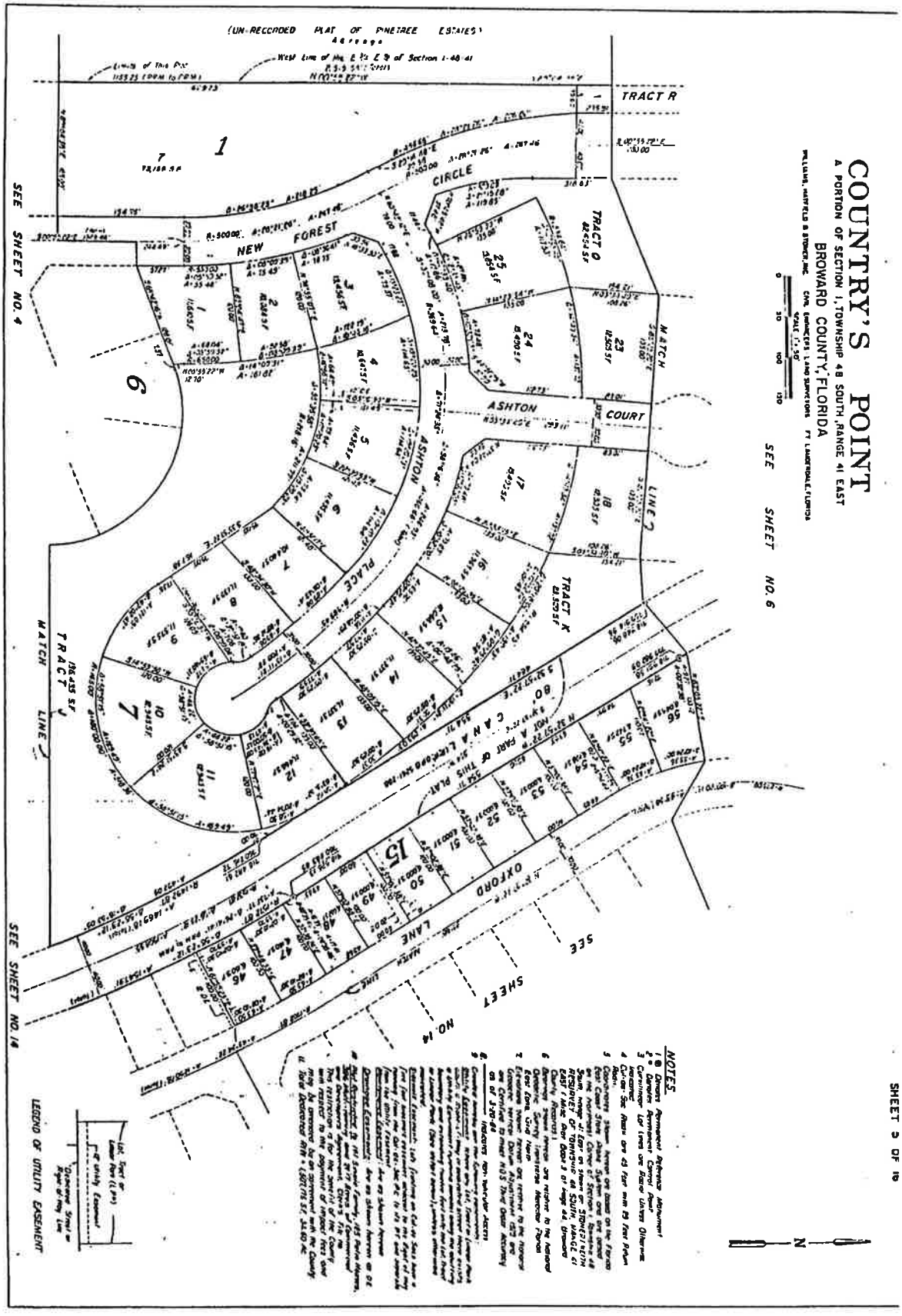
COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 2 OF 16 SHEETS

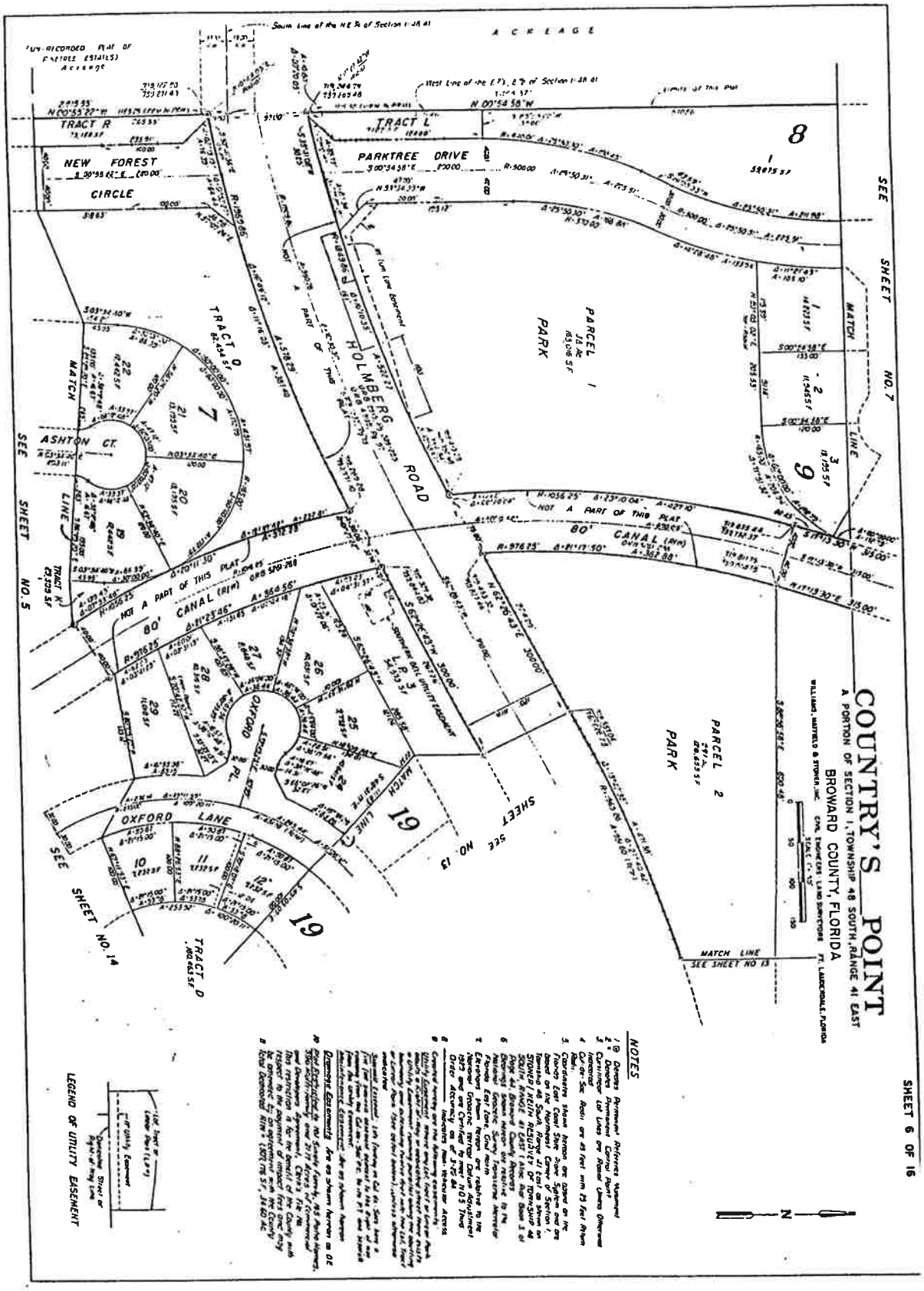


COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 3 OF 16 SHEETS

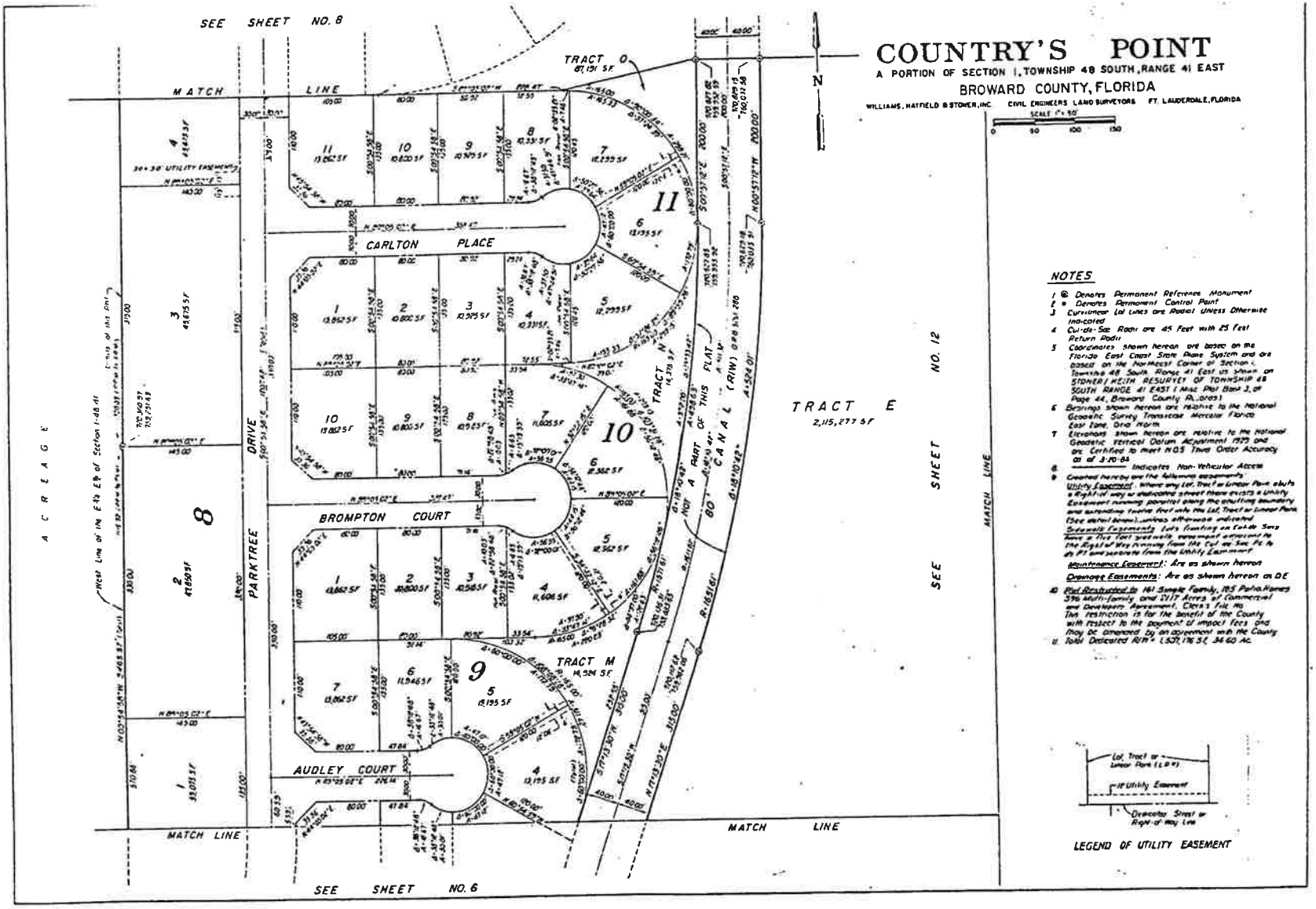


COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 4 OF 16 SHEETS


COUNTRY'S POINT
A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST
BROWARD COUNTY, FLORIDA
PHILLIPS, HATFIELD & STONER, INC. CIVIL ENGINEERS & LAND SURVEYORS FT. LAUDERDALE, FLORIDA
SCALE 1" = 50'
SHEET 5 OF 16
(UN-RECORDED PLAT OF PINETREE ESTATES)
TRACT R
TRACT O
TRACT K
NEW FOREST CIRCLE
ASHTON COURT
ASHTON PLACE
OXFORD LANE
CANAL RESERVE
SEE SHEET NO. 4
SEE SHEET NO. 6
SEE SHEET NO. 14
MATCH LINE
NOTES
LEGEND OF UTILITY EASEMENT



COUNTRY'S POINT
PLAT BOOK 119 PAGE 29



COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 7 OF 16 SHEETS

PLAT BOOK 119 PAGE 29

SHEET 8 OF 16

COUNTRY'S POINT

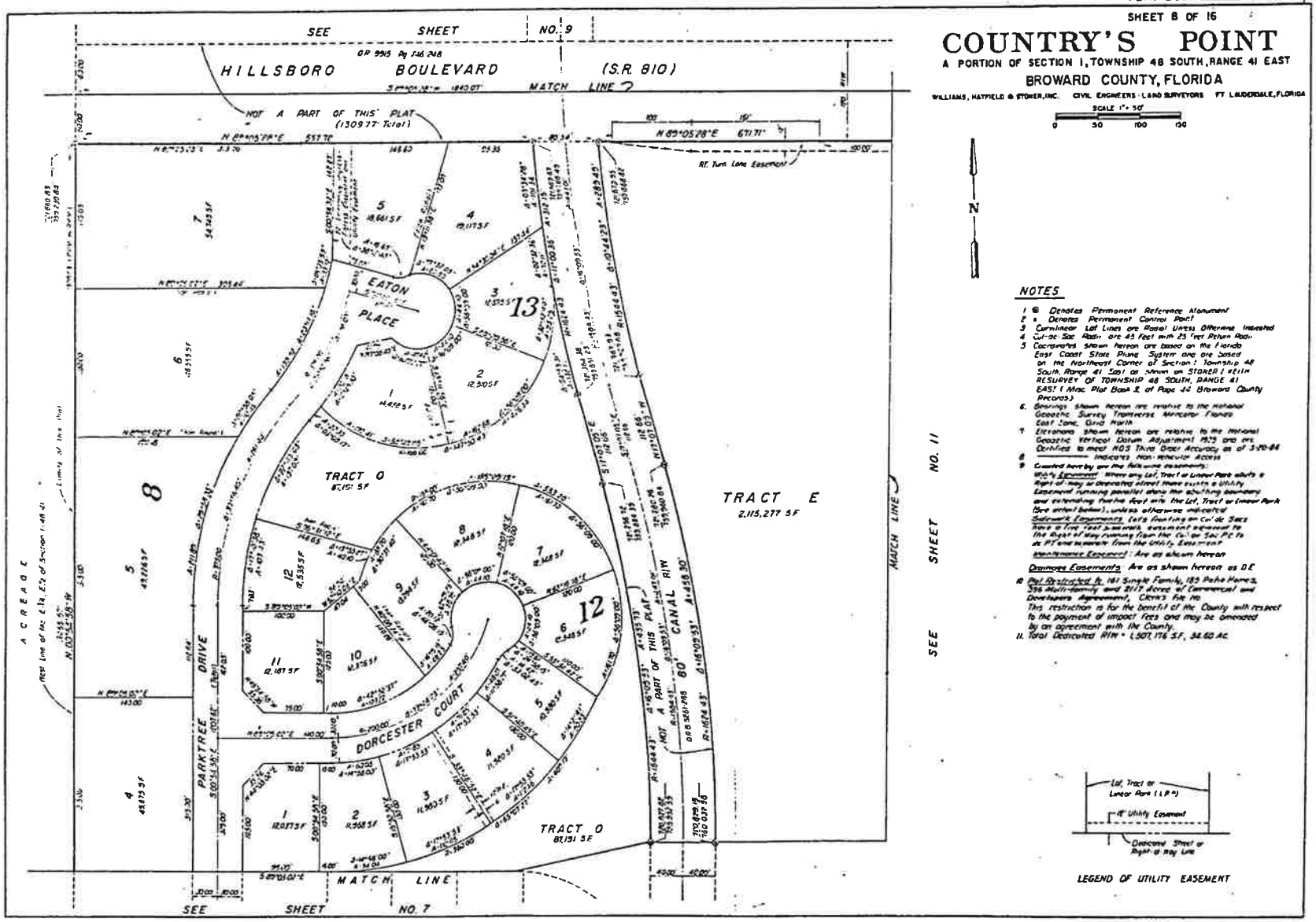
A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS · LAND SURVEYORS FT. LAUDERDALE, FLORIDA

SCALE 1" = 50'

0 50 100 150



NOTES

1. ⊕ Denotes Permanent Reference Monument
2. ▫ Denotes Permanent Control Point
3. Curvilinear Lot Lines are Radial Unless Otherwise Indicated
4. Cul-de-Sac Radii are 45 Feet with 25 Feet Return Radii
5. Coordinates shown hereon are based on the Florida East Coast State Plane System and are based on the Northeast Corner of Section 1 Township 48 South, Range 41 East as shown on STONER I within RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST (Misc. Plat Book 1 at Page 44 Broward County Records)
6. Bearings shown hereon are relative to the National Geodetic Survey Transverse Mercator Florida East Zone, Civil North
7. Elevations shown hereon are relative to the National Geodetic Vertical Datum Adjustment 1929 and are Certified to meet NOS Third Order Accuracy as of 3-20-84
8. ——— Indicates Non-Vehicular Access
9. Created hereby are the following easements:
   Utility Easement: Where any Lot, Tract or Linear Park abuts a Right of Way or dedicated street there exists a Utility Easement running parallel along the abutting boundary and extending the said width into the Lot, Tract or Linear Park (See detail below), unless otherwise indicated
   Setback Easements: Lots fronting on Cul-de-Sacs have a five foot setback easement adjacent to the Right of Way running from the Cul-de-Sac P.C. to P.T. and separate from the Utility Easement
   Maintenance Easement: Are as shown hereon
   Drainage Easements: Are as shown hereon as D.E.
10. Plat Restricted to 181 Single Family, 185 Patio Homes, 396 Multi-family and 21.7 Acres of Commercial and Developers Agreement, Citrus Fair No. This restriction is for the benefit of the County with respect to the payment of impact fees and may be amended by an agreement with the County.
11. Total Dedicated R/W = 1,507,176 S.F. 34.60 Ac.

LEGEND OF UTILITY EASEMENT

COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 8 OF 16 SHEETS

COUNTRY'S POINT

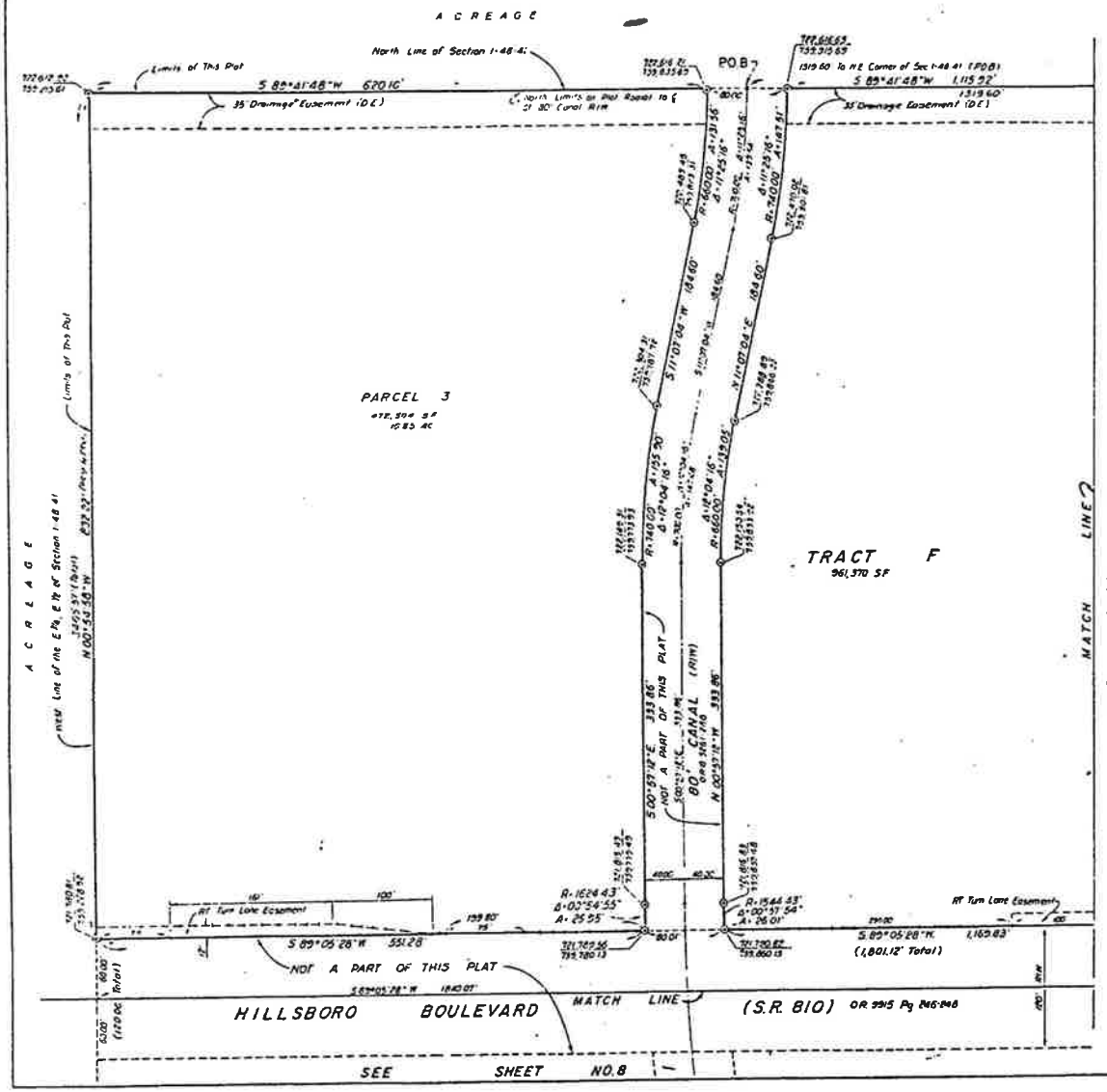
A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS - LAND SURVEYORS FT LAUDERDALE, FLORIDA

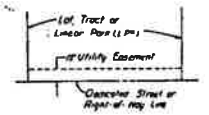
SCALE 1" = 50'

0 50 100 150



NOTES

1. ⊙ Denotes Permanent Reference Monument
2. ● Denotes Permanent Control Point
3. Curvilinear Lot Lines are Radial Unless Otherwise Indicated
4. Cul-de-Sac Radii are 45 feet with 15 feet Return Radii.
5. Coordinates shown hereon are based on the Florida East Coast State Plane System and are based on the Northeast Corner of Section 1, Township 48 South, Range 41 East as shown on STONER | KEITH RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST (Misc. Plat Book 2, at Page 44, Broward County Records)
6. Bearings shown hereon are relative to the National Geodetic Survey Transverse Mercator Florida East Zone, Grid North
7. Elevations shown hereon are relative to the National Geodetic Vertical Datum Adjustment 1929 and are Certified to meet N.G.S. Third Order Accuracy as of 3-20-84
8. ———— Indicates Non-Vehicular Access.
9. Created hereby are the following easements:
   Utility Easement: Where any lot, tract or tract or parcel has a Right-of-Way or dedicated street there exists a Utility Easement running parallel along the abutting boundary and extending twelve feet into the lot, tract or tract or parcel (See detail below) unless otherwise indicated
   Sidewalk Easements: Lots fronting on Cul-de-Sacs have a Five Foot Sidewalk easement adjacent to the Right-of-Way running from the Cul-de-Sac PC to its PT and separate from the Utility Easement
   Maintenance Easement: Are as shown hereon
   Drainage Easements Are as shown hereon as D.E.
10. Plat Restricted to 161 Single Family, 185 Patio Homes, 396 Multi-family and 21.17 Acres of Commercial and Developers Agreement, Ch. 419 for the This restriction is for the benefit of the County with respect to the payment of impact fees and may be amended by an agreement with the County.
11. Total Dedicated R/W = 1,507,176 S.F. 34.60 Ac



LEGEND OF UTILITY EASEMENT

COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 9 OF 16 SHEETS

COUNTRY'S POINT

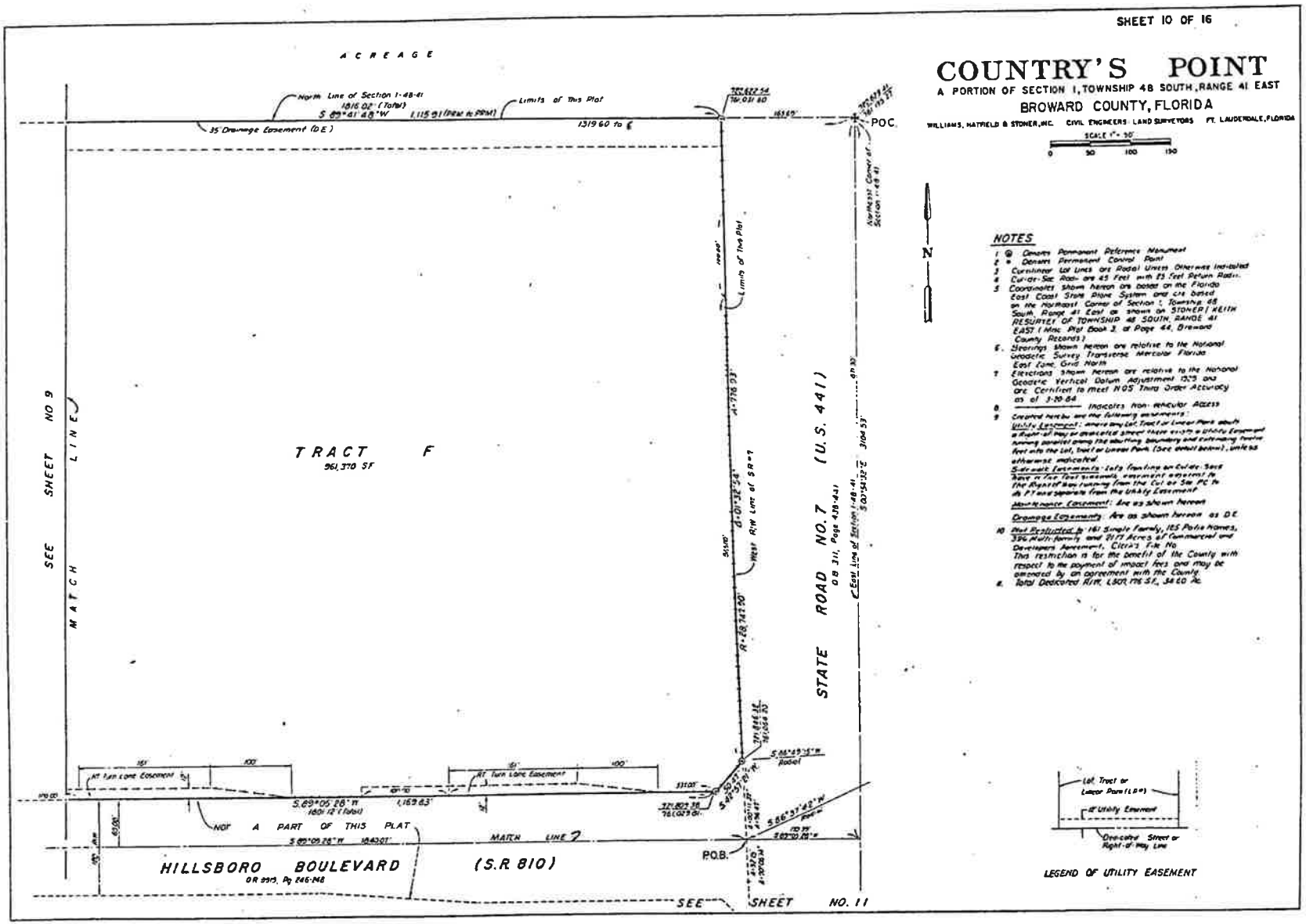
A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS LAND SURVEYORS FT. LAUDERDALE, FLORIDA

SCALE 1" = 50'

0 50 100 150

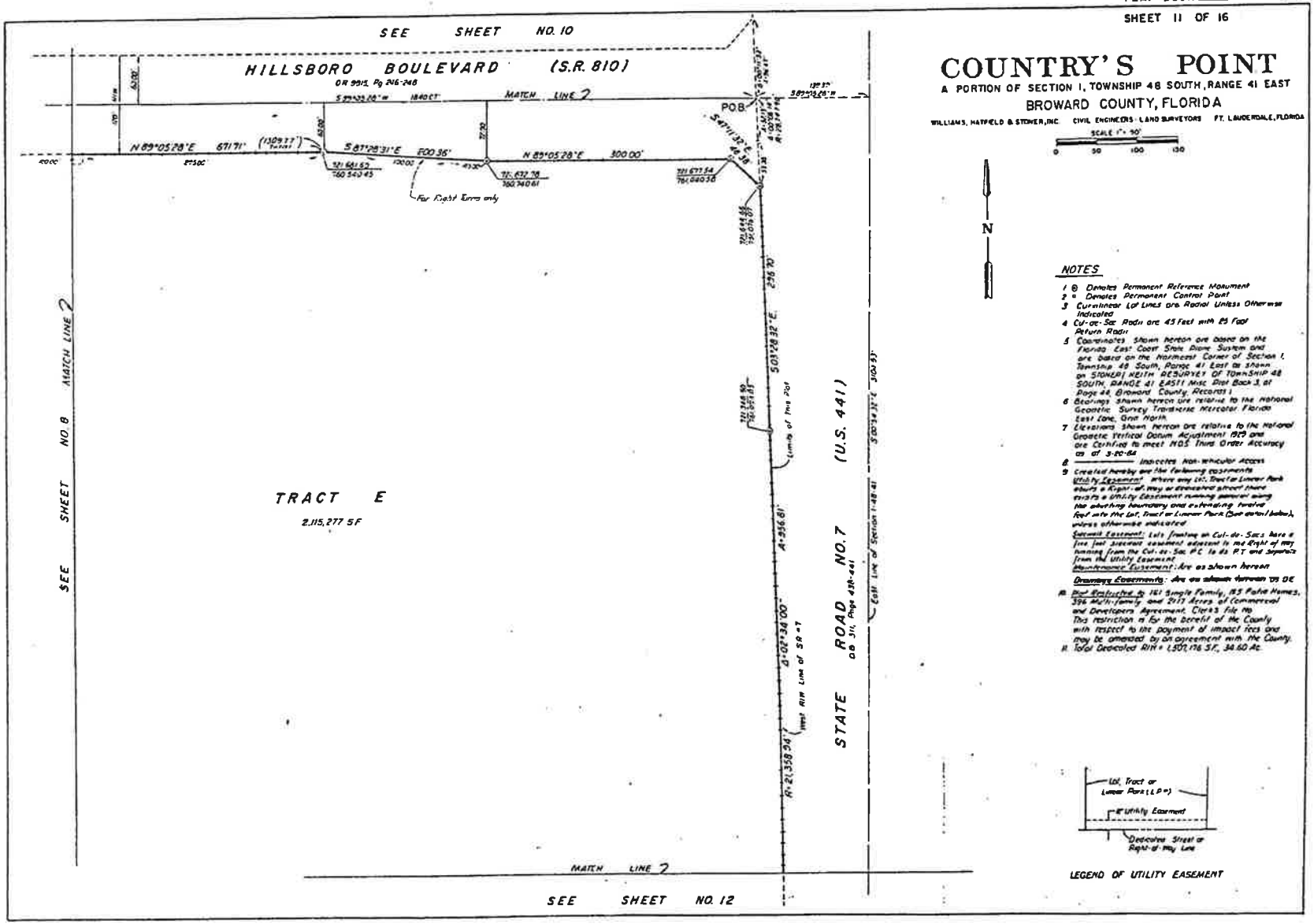


NOTES

1. ⊕ Denotes Permanent Reference Monument
2. ● Denotes Permanent Control Point
3. Curvilinear Lot Lines are Radial Unless Otherwise Indicated
4. Cul-de-Sac Radii are 45 Feet with 35 Feet Return Radii.
5. Coordinates shown hereon are based on the Florida East Coast State Plane System and are based on the Northeast Corner of Section 1, Township 48 South, Range 41 East as shown on STONER / KEITH RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST (Misc. Plat Book 3, at Page 44, Broward County Records)
6. Bearings shown hereon are relative to the National Geodetic Survey Transverse Mercator Florida East Zone, Grid North
7. Elevations shown hereon are relative to the National Geodetic Vertical Datum Adjustment 1929 and are Confined to meet N.O.S. Third Order Accuracy as of 3-10-64
8. _____ Indicates Non-Vehicular Access
9. Created hereby are the following easements:
   Utility Easement: Where any Lot, Tract or Lessor Parcel abuts a Right-of-Way or dedicated street there exists a Utility Easement running parallel along the abutting boundary and extending twelve feet into the Lot, Tract or Lessor Parcel (See detail below), unless otherwise indicated
   Sidewalk Easements: Sole fronting on Cul-de-Sac shall be Five Feet Horizontally, measured at right angles to the Right-of-Way running from the Cul-de-Sac P.C. to the P.T. and Separate from the Utility Easement
   Maintenance Easement: Are as shown hereon
   Drainage Easements: Are as shown hereon as D.E.
10. Plat Restricted to 161 Single Family, 185 Patio Homes, 396 Multi-family, and 21.17 Acres of Commercial and Developers Assessment, Citrus Tax Pla
    This restriction is for the benefit of the County with respect to the payment of impact fees and may be amended by an agreement with the County
11. Total Dedicated R/W, 1,507,776 S.F., 34.60 Ac.

LEGEND OF UTILITY EASEMENT

COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 10 OF 16 SHEETS



COUNTRY'S POINT

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST
BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS - LAND SURVEYORS FT. LAUDERDALE, FLORIDA

SCALE 1" = 50'
0 50 100 150

N

NOTES

1. ⊕ Denotes Permanent Reference Monument
2. ○ Denotes Permanent Control Point
3. Curvilinear Lot Lines are Radial Unless Otherwise Indicated
4. Cul-de-Sac Radii are 45 Feet with 25 Foot Return Radii
5. Coordinates shown hereon are based on the Florida East Coast State Plane System and are based on the Northwest Corner of Section 1, Township 48 South, Range 41 East as shown on STONER, KEITH RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST, Misc. Plat Book 3, at Page 44, Broward County, Records.
6. Bearings shown hereon are relative to the National Geodetic Survey Transverse Mercator Florida East Zone, Grid North.
7. Elevations shown hereon are relative to the National Geodetic Vertical Datum Adjustment 1929 and are Certified to meet N.O.S. Third Order Accuracy as of 3-20-64.
8. ———— Indicates Non-Vehicular Access
9. Created hereby are the following easements:
   Utility Easement: Where any Lot, Tract or Lumar Park abuts a Right-of-Way or dedicated street there exists a Utility Easement running parallel along the abutting boundary and extending twelve feet into the Lot, Tract or Lumar Park (See detail below), unless otherwise indicated.
   Sidewalk Easement: Lots fronting on Cul-de-Sacs have a five foot sidewalk easement adjacent to the Right of way, running from the Cul-de-Sac P.C. to its P.T. and separate from the Utility Easement.
   Maintenance Easement: Are as shown hereon.
   Drainage Easements: Are as shown thereon or are
A. Age Restricted to 180 Single Family, 185 Patio Homes, 396 Multi-family and 21.17 Acres of Commercial and Developers Agreement, Clerk's file no. This restriction is for the benefit of the County with respect to the payment of impact fees and may be amended by an agreement with the County.
B. Total Dedicated R/W = 1,507,176 S.F., 34.60 Ac.

LEGEND OF UTILITY EASEMENT

COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 11 OF 16 SHEETS

COUNTRY'S POINT

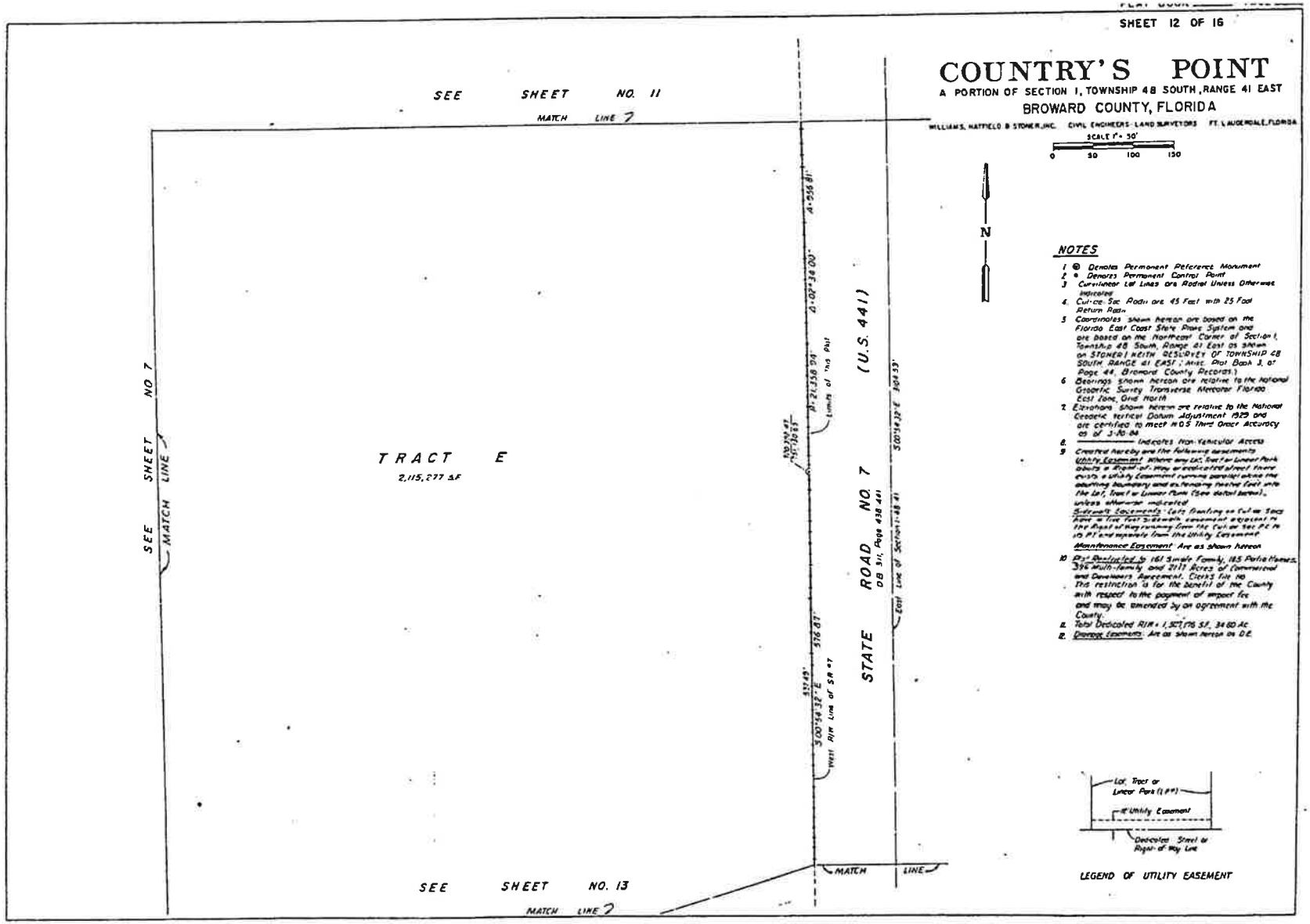
A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS - LAND SURVEYORS FT. LAUDERDALE, FLORIDA

SCALE 1" = 50'

0 50 100 150



N

NOTES

1. ◉ Denotes Permanent Reference Monument
2. ● Denotes Permanent Control Point
3. Curvilinear Lot Lines are Radial Unless Otherwise Indicated
4. Curve Sec. Radii are 45 Feet with 25 Foot Return Radii
5. Coordinates shown hereon are based on the Florida East Coast State Plane System and are based on the Northeast Corner of Section 1, Township 48 South, Range 41 East as shown on STONER-KEITH RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST ; Misc. Plat Book 3, at Page 44, Broward County Records.)
6. Bearings shown hereon are relative to the National Geodetic Survey Transverse Mercator Florida East Zone, Grid North
7. Elevations shown hereon are relative to the National Geodetic Vertical Datum Adjustment 1929 and are certified to meet N.O.S. Third Order Accuracy as of 3-10-84
8. ——— Indicates Non-Vehicular Access
9. Created hereby are the following easements:
   Utility Easement: Where any Lot, Tract or Linear Park abuts a Right of Way or dedicated street there exists a Utility Easement running parallel along the abutting boundary and extending twelve feet into the Lot, Tract or Linear Park (See detail below), unless otherwise indicated.
   Setback Easements: Lots fronting on Cul-de-Sacs have a Five Foot Setback easement adjacent to the Right of Way running from the Cul-de-Sac P.C. to its P.T. and separate from the Utility Easement.
   Maintenance Easement: Are as shown hereon
10. Plat Restricted to 161 Single Family, 185 Patio Homes, 336 Multi-family and 21.11 Acres of Commercial and Developers Agreement, Circle File No. This restriction is for the benefit of the County with respect to the payment of impact fee and may be amended by an agreement with the County.
11. Total Dedicated R/W = 1,327,576 S.F. 34.60 Ac.
12. Drainage Easements: Are as shown hereon on D.E.

LEGEND OF UTILITY EASEMENT

COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 12 OF 16 SHEETS

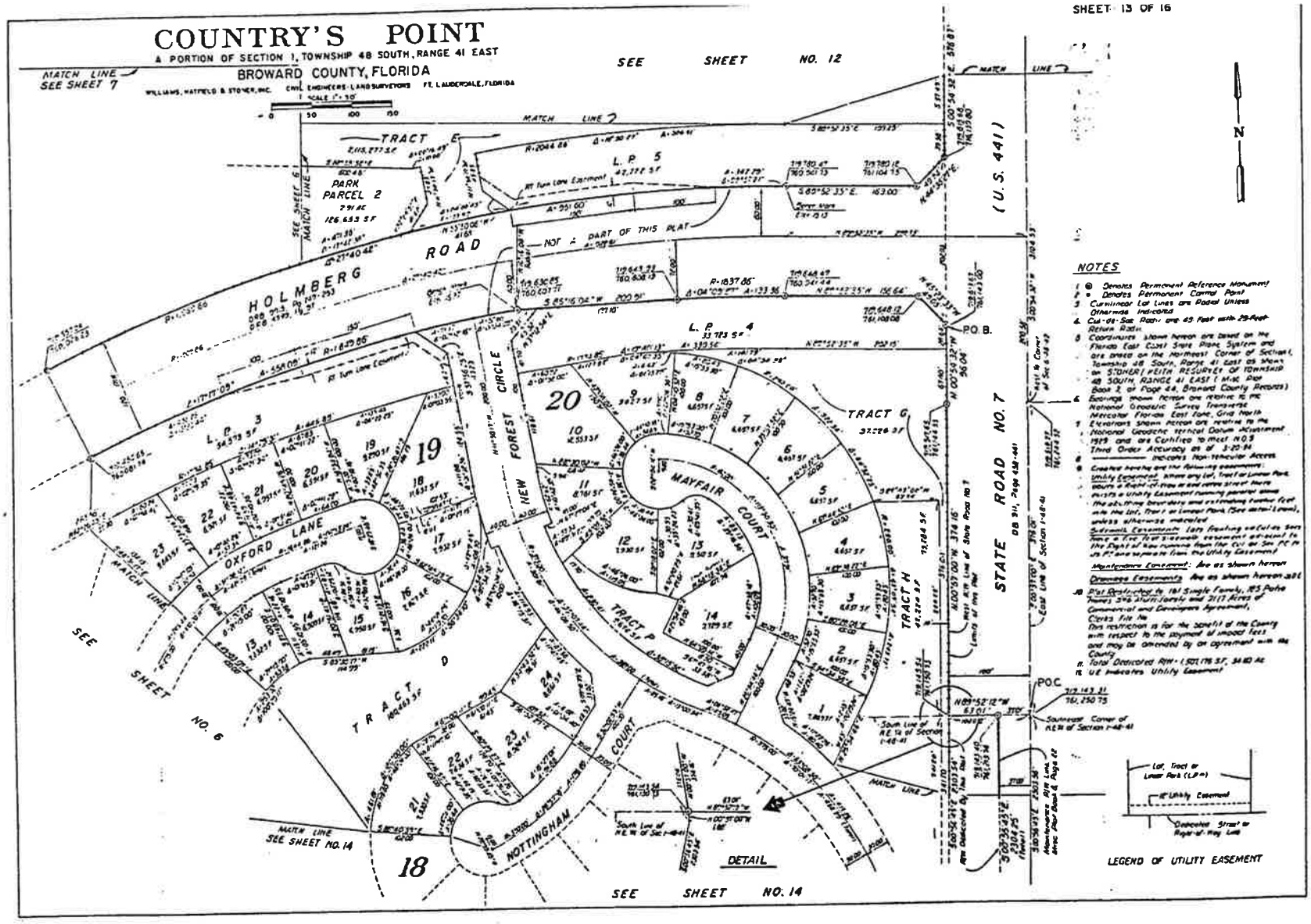
COUNTRY'S POINT

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

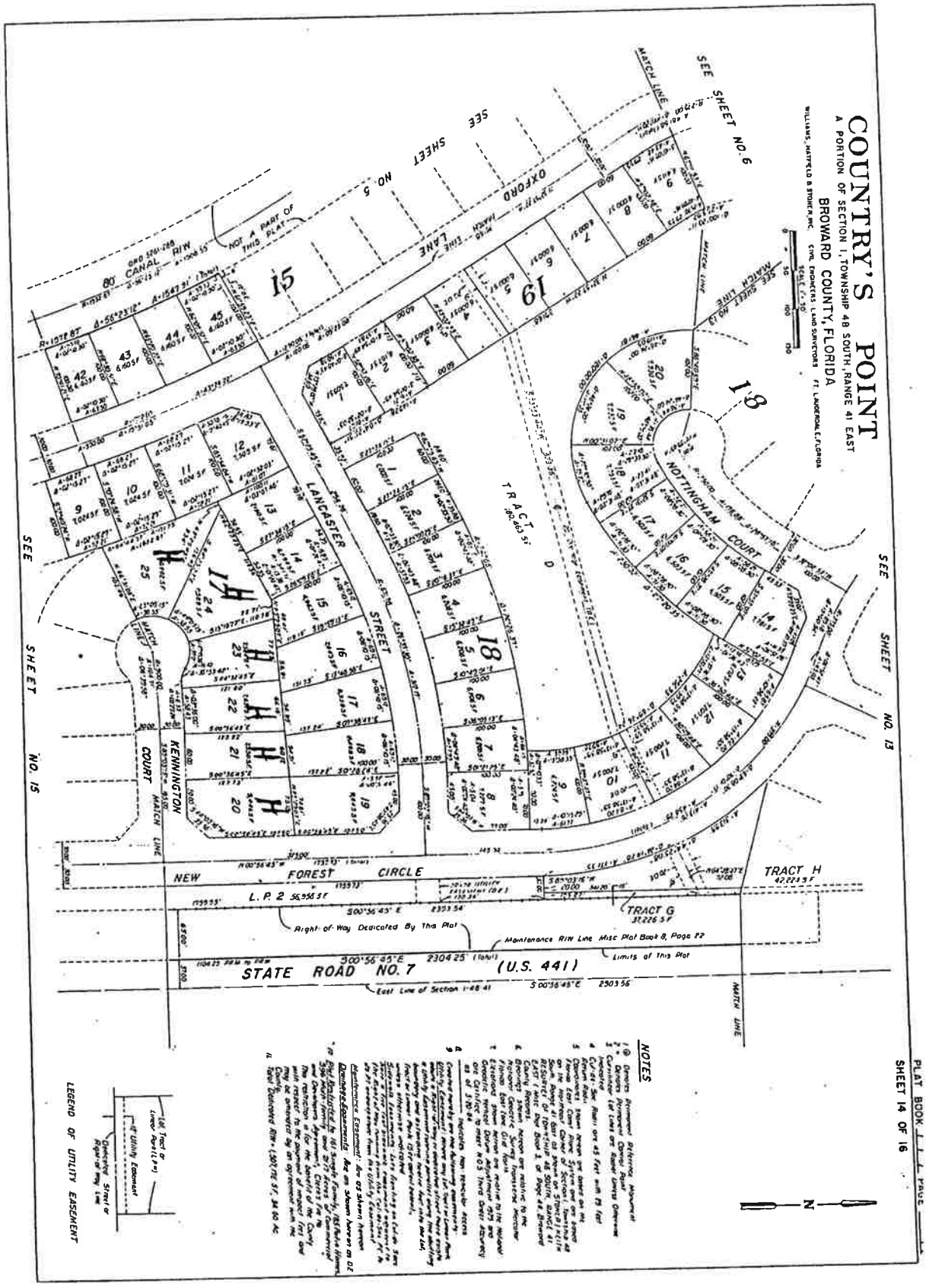
BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS - LAND SURVEYORS FT. LAUDERDALE, FLORIDA

SCALE 1" = 100'

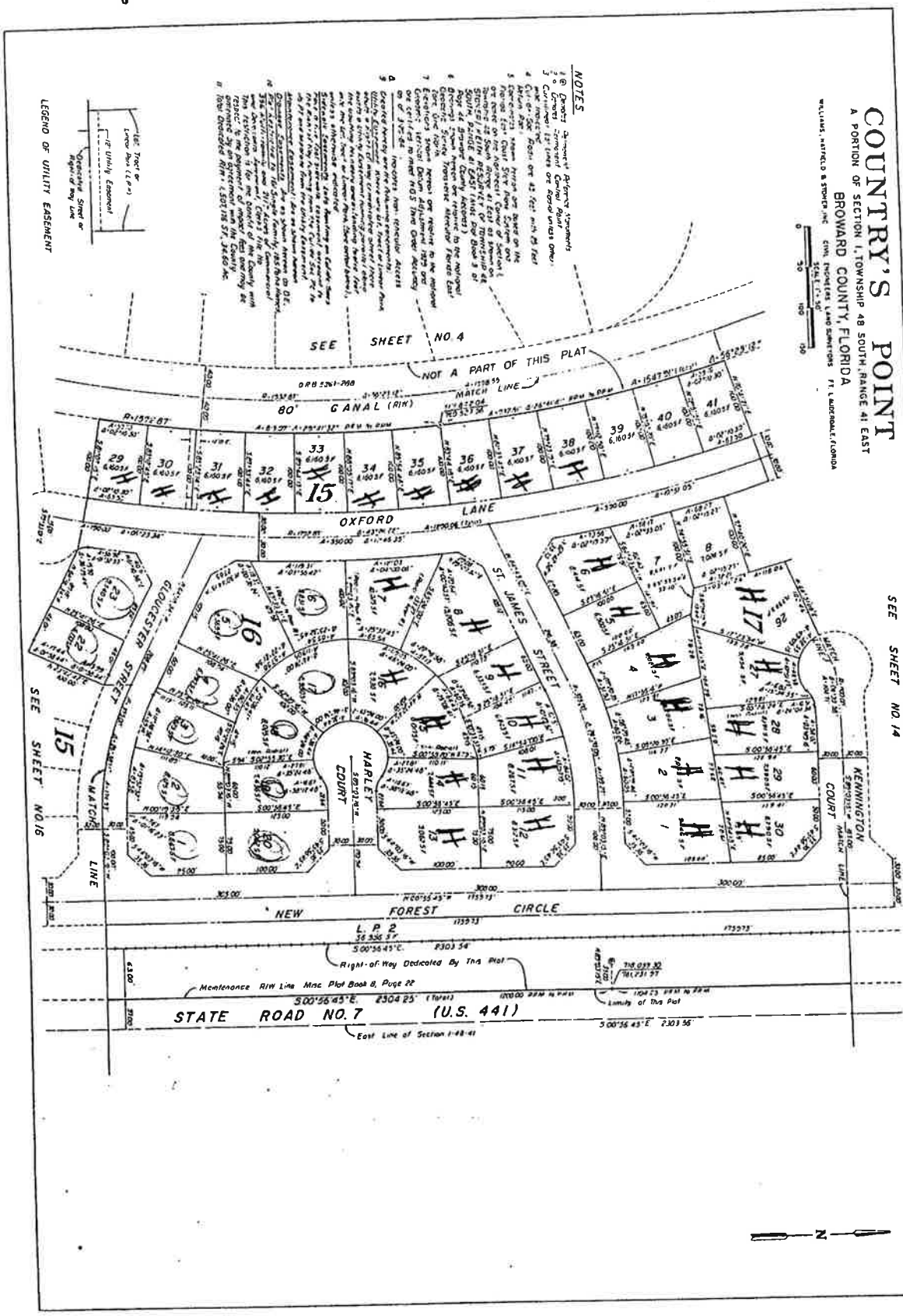


COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 13 OF 16 SHEETS



PLAT BOOK 119 PAGE 29
SHEET 14 OF 16

COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 14 OF 16 SHEETS
BROWARD COUNTY RECORDS



COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 15 OF 16 SHEETS

PLAT BOOK 117 PAGE 01

SHEET 16 OF 16

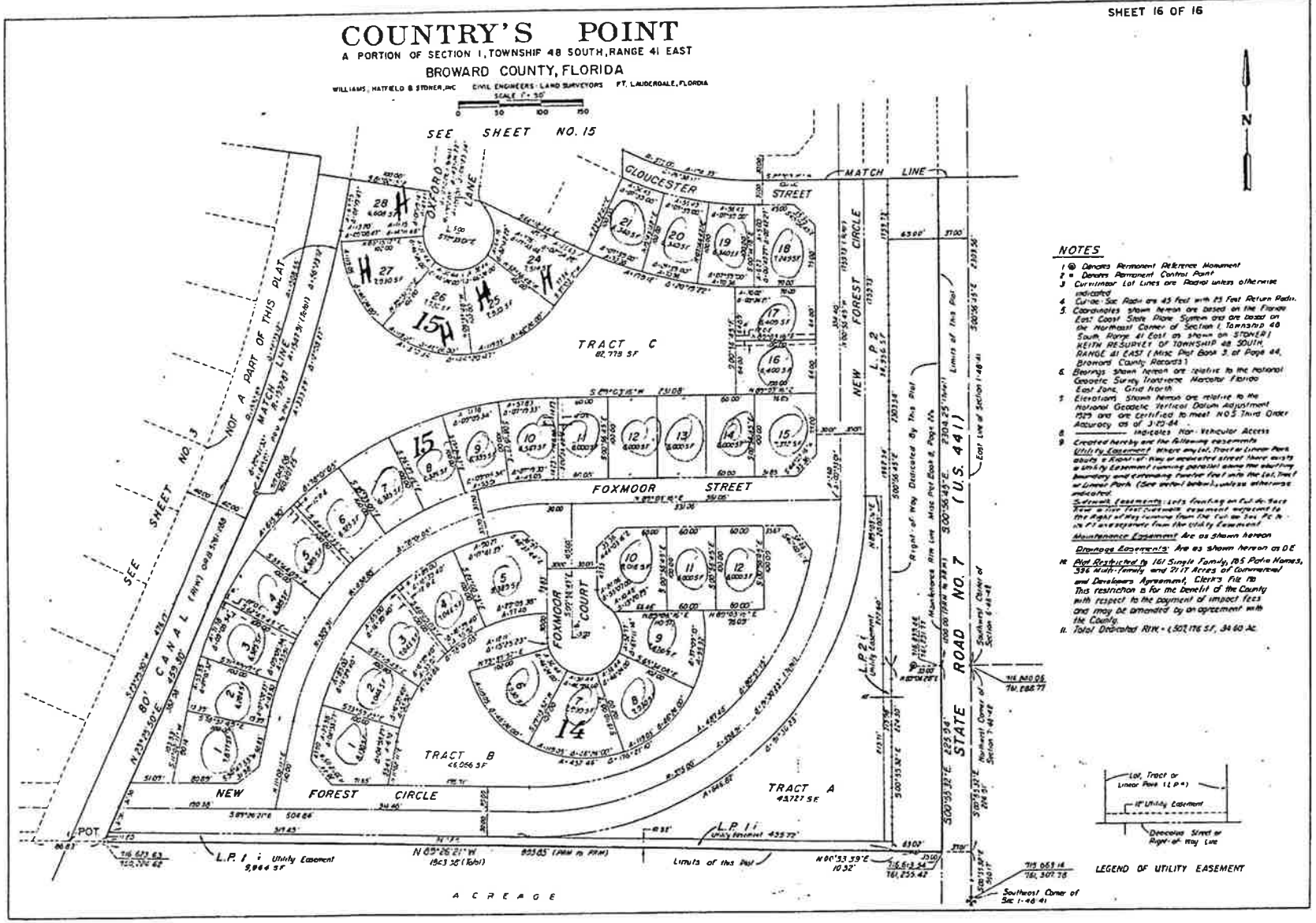
COUNTRY'S POINT

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 41 EAST

BROWARD COUNTY, FLORIDA

WILLIAMS, HATFIELD & STONER, INC. CIVIL ENGINEERS · LAND SURVEYORS FT. LAUDERDALE, FLORIDA

SCALE 1" = 50'



NOTES

1. ⊕ Denotes Permanent Reference Monument
2. ■ Denotes Permanent Control Point
3. Curvilinear Lot Lines are Radial unless otherwise indicated
4. Curvilinear Data: Radii are 45 feet with 25 Feet Return Radii.
5. Coordinates shown hereon are based on the Florida East Coast State Plane System and are based on the Northeast Corner of Section 1, Township 48 South, Range 41 East as shown on STONER / KEITH RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST (Misc. Plat Book 3, at Page 44, Broward County Records)
6. Bearings shown hereon are relative to the National Geodetic Survey Transverse Mercator Florida East Zone, Grid North
7. Elevations shown hereon are relative to the National Geodetic Vertical Datum Adjustment 1929 and are certified to meet N.O.S. Third Order Accuracy as of 3-12-84.
8. ——— Indicates Non-Vehicular Access
9. Created hereby are the following easements:
   Utility Easement: Where applied, Tract or Linear Park abuts a Road-of-Way or dedicated street there exists a Utility Easement running parallel along the abutting boundary and extending Twenty Feet into the Lot, Tract or Linear Park (See detail below), unless otherwise indicated.
   Sidewalk Easements: Lots fronting on Cul-de-Sacs Road or Five Feet (5') wide, pavement segment to the Right-of-Way Fronting from End Full Arc Sec. PC to PT and segment from the Utility Easement.
   Maintenance Easement: Are as shown hereon
   Drainage Easements: Are as shown hereon as D.E.
10. Plat Restricted to 161 Single Family, 185 Patio Homes, 336 Multi-Family and 21.17 Acres of Commercial and Developers Agreement, Clerk's File No. This restriction is for the benefit of the County with respect to the payment of impact fees and may be amended by an agreement with the County.
11. Total Dedicated R/W = 1,507,176 S.F. 34.60 Ac.

LEGEND OF UTILITY EASEMENT

COUNTRY'S POINT
PLAT BOOK 119 PAGE 29
SHEET 16 OF 16 SHEETS

89105030 AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR COUNTRY POINT

This Amendment to Declaration of Covenants, Restrictions and Easements for Country Point ("Amendment") is made this 15th day of March, 1989, by ORIOLE HOMES CORP., a Florida corporation ("Developer") with the joinder and consent of COUNTRY POINT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Master Association") and BEETAK OF COUNTRY POINT LIMITED PARTNERSHIP, a Michigan limited partnership ("Beetak").

WHEREAS, Developer has recorded the Declaration of Covenants, Restrictions and Easements for Country Point in Official Records Book 13073, Page 897, of the Public Records of Broward County, Florida ("Declaration"); and

WHEREAS, the Developer desires to amend the Declaration as hereinafter provided; and

WHEREAS, the Declaration provides in Article XI(A)(1) that until the "Turnover Date" (as defined in the Declaration), all amendments or modifications of the Declaration shall only be made by Developer, which amendment shall be signed by Developer and need not be joined by any other party; and

WHEREAS, Article XI(A)(1) further provides that upon request of Developer, the Master Association shall join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request; and

WHEREAS, the Turnover Date has not occurred; and

WHEREAS, the Developer has requested that the Master Association join in this Amendment; and

WHEREAS, the Developer has agreed to convey the following real property to Beetak:

> PARCEL E OF COUNTRY'S POINT, according to the Plat thereof, recorded in Plat Book 119, Page 29, of the Public Records of Broward County, Florida ("Parcel E"); and

WHEREAS, Beetak shall cause to be formed an "Association" (as such term is defined in the Declaration) which shall be responsible for certain duties with respect to Parcel E (such Association shall hereinafter be referred to as "Beetak Association");

WHEREAS, Beetak shall excavate a lake within Parcel E consisting of seven and 4/10 (7.4) acres of water storage capacity ("New Lake"); and

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Record and return to
Bond, Schoeneck & King
5355 Town Center Rd.
Boca Raton, FL 33486

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2.50

WHEREAS, Bestak desires that the New Lake be used exclusively by members of the Bestak Association, their invitees, lessees and guests; and

WHEREAS, Developer and Bestak desire that Bestak Association shall assume the responsibility for maintenance of the New Lake; and

WHEREAS, Developer, with the joinder and consent of the Master Association, desires to amend the Declaration to effectuate the foregoing;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, with the joinder and consent of the Master Association, does hereby declare that the Declaration is and shall be amended by the addition of the terms and conditions hereinafter set forth, which provisions shall be deemed to be and form a part of the terms, covenants, conditions and restrictions set forth in the Declaration:

1. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Bestak Association shall be responsible for the administration, management, operation, maintenance and repair of the New Lake and all costs associated therewith.

3. The New Lake shall be for the exclusive use and enjoyment of the members of the Bestak Association, their lessees, family members, guests, invitees and such other parties as may be determined by the Bestak Association.

4. Bestak Association shall convey fee simple title to the New Lake to the Master Association, as contemplated by the approved overall water management plans for Country Point and by the Declaration, excepting and reserving, however, an exclusive perpetual easement for the use of the New Lake in accordance with the terms and provisions of this Amendment and a non-exclusive perpetual easement for the maintenance, drainage, flowage, retention and repair of the New Lake as provided in Paragraphs 2 and 3 hereof and as contemplated by the approved overall water management plans for Country Point. Notwithstanding the foregoing, however, in the event Bestak Association shall fail to administer, manage, operate, maintain and repair the New Lake in accordance with all governmental and/or quasi-governmental rules and regulations including, but not limited to, South Florida Water Management District, then in that event the Master Association shall have the right to enter upon the Property to administer, manage, operate, maintain and/or repair the New Lake in accordance with said requirements.

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5. Bestak shall not be required to pay assessments with respect to any Condominium Unit until the issuance of the Certificate of Occupancy with respect to such Condominium Unit.

6. The Declaration, as amended hereby, remains in full force and effect. However, in the event of any conflict or inconsistency between the terms and provisions of the Declaration and the terms and provisions set forth in this Amendment, the terms and provisions of this Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, this Amendment has been signed by Developer on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

ORIOLE HOMES CORP., a Florida corporation

By: Mark A. Levy as Pres.
MARK A. LEVY, President

The undersigned hereby joins in and consents to this Amendment.

COUNTRY POINT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Jo Ann Levy, Vice President
Dated: March 15, 1989

BESTAK OF COUNTRY POINT LIMITED PARTNERSHIP, a Michigan limited partnership

By: BESTAK GENERAL CORPORATION, a Michigan corporation, as general partner

By: CHRISTOPHER J. RICHARD, Authorized Agent
Dated: March 15, 1989

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STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MARK A. LEVY, to me known to be the person described as the President of ORIOLE HOMES CORP., a Florida corporation, who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 15th day of March, 1989.

(SEAL)
Notary Public
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 31, 1993

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared JO ANN LEVY, to me known to be the person described as the Vice-President of COUNTRY POINT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, andShe affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 15th day of March, 1989.

Notary Public
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 31, 1993

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Christopher J. Brown, to me known to be the person described as the Authorized Agent of BEZTAK GENERAL CORPORATION, a Michigan corporation, as general partner of BEZTAK OF COUNTRY POINT LIMITED PARTNERSHIP, a Michigan limited partnership, who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 15th day of March, 1989.

Notary Public
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 31, 1993

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

F/1631H/16

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STATE OF FLOR. A)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of November, 1987, by E.E. HUBSHMAN, the President of ORIOLE HOMES CORP. a Florida corporation, on behalf of the corporation, as Incorporator.

Denise T. Luistro
NOTARY PUBLIC, State of Florida at Large

My commission expires: (Notary Seal)

Notary Public, State of Florida
My Commission Expires March 13, 1988
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of November, 1987, by DONALD C. ALEXANDER, the President of T.H.G COUNTRY POINT, INC., a Florida corporation, on behalf of the corporation, as Incorporator and Registered Agent.

Denise T. Luistro
NOTARY PUBLIC, State of Florida at Large

My commission expires: (Notary Seal)

Notary Public, State of Florida
My Commission Expires March 13, 1988
Bonded Thru Troy Fain - Insurance, Inc.

CP-02