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Prepared By and Return to:
Robert L. Sader, Esq.
Robert Sader, P.A.
1901 W. Cypress Creek Road #415
Fort Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR SUNSET COVE

WE HEREBY CERTIFY that the attached Amendment to the Declaration of
Protective Covenants and Restrictions for Sunset Cove, recorded March 11, 1989 in
Official Records Book 16260, Page 149, of the Public Records of Broward County,
Florida (the "Declaration"), was duly approved and adopted in accordance with the
Declaration.

IN WITNESS WHEREOF, we have affixed our hand and seal this 1 day of
February, 1999 at Plantation, Broward County, Florida.

SUNSET COVE HOMEOWNERS'
ASSOCIATION, INC

BY: [Signature]
MICHAEL N. KOCHAN, PRESIDENT

ATTEST: [Signature]
WALTER J. MACDONALD,
SECRETARY

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to and subscribed before me this 1 day
of February, 1999 by MICHAEL N. KOCHAN and WALTER J.
MACDONALD, who are personally known to me or who have produced
personally know as identification and who did take an oath.



[Signature]
Notary Public, State of Florida

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**AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR SUNSET COVE**

Article XII C (Restrictions on Leases) is hereby deleted and the following provisions are substituted therefor and shall constitute an Amendment to Article XII C:

Article XII C. Restrictions on Leases

(1) **In General.** From and after the effective date hereof, no person who becomes an owner of any Dwelling Unit in Sunset Cove (except natural persons who become owners by inheritance, or, foreclosing institutional lenders) shall be permitted to lease his Unit for a period of one year following the date that he obtains legal or beneficial title to the Unit. Thereafter, any lease must be for a period of at least one year and a fully executed copy of the lease must be provided to the Board of Directors of the Association prior to the time that the tenant occupies the Dwelling Unit. In addition (1) no Owner shall be permitted to enter into more than one lease per year, (2) subtenancies shall not be permitted, and, (3) a Dwelling Unit may only be leased and occupied by a one family unit which, for the purposes hereof, shall not include more than the following persons and shall not include more than 5 persons: husband, wife (or two other persons over eighteen years of age living consensually), and their children, grandchildren or parents and no other.

(2) **Enforcement.** The Association, acting through the Board of Directors, shall be entitled (in addition to and independent of any other remedies contained in this Declaration) to enforce the provisions of this Article XII C by immediate court injunction and the Unit Owner and Tenant shall be jointly and severally responsible for the Association's attorney fees and costs incurred in such enforcement including those fees and costs incurred prior to the time a court proceeding is commenced.

(3) **Exceptions For Present Owners.** This amendment shall be binding upon persons who are Unit Owners as of the effective date hereof except as follows:

(A) such persons shall be permitted to lease their Unit notwithstanding the restriction that the Unit not be leased during the first year of ownership set forth above, and,

(B) the requirement that leases have a term of at least one year shall not apply to any written lease of an existing Unit Owner which lease is in effect as of the effective date of this amendment, however, the one year term requirement shall apply upon expiration of the existing lease or any renewal term provided for in the existing lease. This exception is conditioned upon each such Unit Owner providing the Board of Directors of the Association with a fully executed copy of the existing lease by not later than thirty (30) days after the effective date of this amendment.

(4) Discretionary Hardship Exception. The Board of Directors in its sole and unfettered discretion, on a case by case basis (with no individual case to be deemed precedent in any way whatsoever for any subsequent case or situation) shall have the right to make an exception from all or part of the leasing provisions contained in this Article for Unit Owners who would otherwise (in the opinion of the Board) suffer undue hardship by strict application of the leasing provisions if the hardship relates to the death or illness of a Unit Owner, a job transfer, a divorce or such other situation(s) that the Board deems to be undue hardship. In all cases the Board's decision with regard to these matters shall be final and not subject to challenge.

APPROVAL OF CITY OF PLANTATION

In accordance with Article XII L. (c) of the Declaration, the City of Plantation has approved this Amendment for the limited purpose of determining that it does not conflict with any applicable land development regulations in effect as of the approval date, or any issued development orders for the project.

By: Donald J. Lunny
Donald J. Lunny, City Attorney
City of Plantation

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1 day of Feb. 1999, by Donald J. Lunny, who is personally known to me or who has produced his Driver's License as identification.

Julia Ann Goodwin
Notary Public, State of Florida

(Seal)



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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
SUNSET COVE

This Declaration of Protective Covenants and Restrictions for Sunset Cove (the "Declaration") is made this 15th day of February, 1989, by BEZTAK HOMES, INC., a Michigan corporation, its successors and assigns (hereinafter "Declarant" or "Developer").

RECITALS

A. Declarant is the owner in fee simple of the real property described on Exhibit A attached (the "Property"), and intends to develop it as a planned, residential community to be known as Sunset Cove ("Sunset Cove").

B. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the Property, and to protect and preserve the values of the Property. This Declaration will also establish an association which will own, operate and/or maintain various portions of the Property and improvements constructed within the 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 Property, who will be members of the association.

NOW, THEREFORE, Declarant hereby declares that the subject Property, as herein defined, shall be owned, held, sold, conveyed, used, occupied, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the Property, and which shall run with the Property and shall be binding upon all persons having and/or acquiring any right, title or interest in the 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 Property, or any portion thereof, and their heirs, successors, and assigns.

This Instrument Prepared By:
Wallace J. McDonald, Esq.
Bond, Schoenack & King
Crocker Plaza, Suite 1002
5355 Town Center Road
Boca Raton, Florida 33486

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ARTICLE I
DEFINITIONS

The following words and phrases when used in this Declaration, and in the Articles and By-Laws, shall (unless the context should clearly reflect another meaning) have the following meanings:

1. "Sunset Cove" means the planned, residential community known as "Sunset Cove", planned for development upon the Property and committed to land use under this Declaration.
2. "Property" means the property described in Exhibit A attached and any additional property which may be made subject to this Declaration, but excludes any property that is hereafter withdrawn from this Declaration by amendment.
3. "Declaration" means this instrument and any and all supplements or amendments to it.
4. "Plat" means the instrument entitled Sunset Cove, to be recorded in the Public Records of Broward County, Florida (the "County") and any and all supplements and amendments to it.
5. "Master Plan" means the Master Plan for Sunset Cove as approved by the zoning authorities of the City of Plantation, Florida and any and all supplements and amendments to it.
6. "Lot" means any platted lot within the Property, or any other parcel of land located within the Property which has been or is intended to be conveyed by Developer to an Owner and which contains or could contain a Dwelling Unit, and shall include Dwelling any Unit constructed upon the Lot.
7. "Owner" means the record owner(s) of the fee title to a Lot.
8. "Person" means an individual, corporation, partnership, trust, or any other legal entity.
9. "Dwelling Unit" means the residential dwelling constructed upon a Lot.
10. "Residential Property" means all portions of the Property designated as such in this Declaration or the Plat and, collectively, is all those portions of the Property upon which Dwelling Units may be constructed.
11. "Recreation Areas" means collectively the portions of the Property outside of the Lots and designated or dedicated as a Recreation Area in this Declaration, on the Plat, or on the Master Plan.
12. "Nonresidential Property" means the portions of Sunset Cove that are designated in this Declaration or the Plat to be used or maintained for purposes other than having Dwelling Units constructed on them and, where the context so requires, any improvements contained on them.

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13. "Association Property" means the the Nonresidential Property which is dedicated or conveyed to the Association.

14. "Common Area" means the portions of Sunset Cove to be owned by the Association for the common use and enjoyment of the Owners.

15. "Declarant" means Bestak Homes, Inc., a Michigan corporation, or any successor of Declarant who may be assigned the rights of the then present Declarant pursuant to a written assignment executed by the then present Declarant and recorded in the public records of the County. In addition, in the event any Person obtains title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or deed in lieu thereof, such Person may elect to become the Declarant by a written election recorded in the public records of the County, and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant. Declarant is sometimes referred to herein as "Developer."

16. "Association" means Sunset Cove Homeowners' Association, Inc., a Florida corporation not for profit.

17. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached as Exhibit B.

18. "By-Laws" means the By-Laws of the Association, a copy of which is attached as Exhibit C.

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

20. "Sunset Cove Documents" means in the aggregate the Plat, this Declaration, the Articles, the By-Laws and all of the instruments and documents referred to in them, as amended from time to time.

21. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in this Declaration and in any other of the Sunset Cove Documents, including, without limitation, the costs and expenses incurred or to be incurred by the Association in administering, operating, maintaining, repairing, reconstructing and replacing the Association Property.

22. "Institutional Lender" means any company or entity holding a mortgage encumbering any of the Property, which in the ordinary course of business makes, purchases, guarantees, or insures real estate mortgage loans, and which company or entity is not owned or controlled by the Owner of the Property encumbered. An Institutional Lender may include a bank, savings and loan association, insurance company, real estate or a mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other

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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.

23. "Architectural Review Board" or "ARB" means the Architectural Review Board established by the Board pursuant to this Declaration.

24. "Master Association" means Jacaranda At Central Park Master Association, Inc., a Florida corporation not-for-profit.

25. "Master Association Documents" means the Master Declaration For Jacaranda At Central Park, dated October 23, 1984, and recorded in O.R. Book 12079, Page 479 of the Public Records of Broward County, Florida, and the Articles of Incorporation and By-Laws of the Master Association, as amended from time to time.

ARTICLE II

PLAN FOR DEVELOPMENT OF SUNSET COVE

A. The Property

1. Declarant intends to develop or cause to be developed on the Property a planned residential community to be known as Sunset Cove in accordance with the applicable zoning regulations of Broward County ("the County") and the City or Plantation. The Property is presently zoned as a Planned Unit Development which would permit 220 Dwelling Units. The Declarant reserves the right to amend the P.U.D. to increase or decrease the number of permitted Dwelling Units.

2. The boundary lines and dimensions shown on the Master Plan have been drawn for illustrative purposes only, and are not the actual dimensions or legal descriptions of the areas shown on the Master Plan nor do they constitute a commitment by Declarant to develop the Property in the manner shown on the Master Plan. The actual boundaries for any portion of the Property and the committed use for any areas shown on the Master Plan shall be as set forth and determined in this Declaration or in the Plat. The Declarant reserves the right to alter the Master Plan to the extent permitted by the applicable zoning regulations. The Declarant also reserves the right to modify and alter the number, style, design, size, amenities and price range of Dwelling Units to be constructed and sold by Declarant within Sunset Cove.

B. Uses of Property

All portions of the Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed on them in this Declaration and the other Sunset Cove Documents and in the Master Association Documents.

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C. Platting; Withdrawal of Property;
Addition of Property

Declarant may at any time plat or replat, or withdraw from this Declaration, any undeveloped portion or portions of the Property and add additional land to the Property without the approval or joinder of mortgagees, other owners, or other third parties. Provided, however, that no property may be added to or removed from this Declaration without the consent of the City of Plantation or its appropriate review committee.

D. Common Area Elements and Recreation Facilities

Although the Declarant intends to provide certain common area elements and recreational facilities on the Common and Recreation Areas designated on the Master Plan, it shall have no obligation to provide them. Further, the Declarant reserves the right to eliminate, modify, substitute or replace any such recreational facilities or common elements.

ARTICLE III

LAND USE CLASSIFICATIONS; EASEMENTS;
CONVEYANCE OF CERTAIN PROPERTY

The following provisions shall be applicable to the Property:

1. Use Classifications of Property

A. Residential Property. Residential Property is that portion of the Property upon which Dwelling Units may be constructed and shall be for residential use only. All portions of the Property designated as "Residential Property" in this Declaration or the Plat shall constitute Residential Property. Except for facilities related to construction, development, and sales activities permitted on the Property, there may be constructed on Property only Dwelling Units and improvements associated with residential purposes, such as, but not limited to, streets, drives, driveways, parking spaces, lawn areas, swimming pools, and other amenities as an appurtenance to Dwelling Units. No commercial or business occupations may be carried on in the Property except for the construction, development and sale of the Property or portions of it, or other property owned by Declarant, including, but not limited to, Dwelling Units, and except for direct accessory services to the Residential Property, such as utilities, Dwelling Unit or Lot maintenance, and other such services.

B. Recreation Areas. Recreation Areas are those portions of the Property designated as, or dedicated for use as, a Recreation Area in this Declaration, the Plat or on the Master Plan and shall only be used for Recreational Purposes. Recreational Purposes include, but are not limited to, parks, swimming pool, cabana pavillion, and any other open spaces or facilities utilized or intended for use for recreational or social purposes and amenities associated with them, such

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as, but not limited to, streets, drives, driveways, sidewalks and parking facilities. The foregoing recitation of recreational purposes is illustrative only and shall not constitute a representation that any of such recreational facilities or amenities shall exist or be provided in Sunset Cove. The permitted Recreational Purposes for which a particular Recreation Area may be utilized may be limited by any specific provisions of this Declaration or the Plat applicable to the particular Recreation Area. Each Owner is granted an irrevocable nonexclusive right of use in the Recreation Areas (the "Recreation Area Use Right") which shall be appurtenant to and run with title to a Lot or Dwelling Unit. Any portion of the Property, designated to be used solely for Recreational Purposes, but the use of which is limited to only certain, and not all, of the Owners, if any, shall not be deemed a Recreation Area and expenses with respect to it shall not be Recreation Area Expenses nor part of the Operating Expenses.

Except as otherwise permitted by this Declaration, the Recreation Areas shall be for the sole and exclusive use of the Owners and residents of Sunset Cove and their guests. All Recreation Area uses, including limitations on use by guests, shall be subject to the Rules established by the Association.

C. Drives. "Drives" are those portions of Sunset Cove designated as, or dedicated for use as, private drives or roads in the Plat or in the Master Plan and shall be used, kept and maintained as private drives for the use of the Association, the Declarant and Sunset Cove Owners and their family members, guests, lessees and invitees; provided that there is granted and reserved to the municipality in which Sunset Cove is located, the County, the State of Florida and the United States of America (collectively the "Governmental Authorities") a nonexclusive easement for ingress and egress over and across the Drives for all activities of the Governmental Authorities in providing all governmental services including, but not limited to, police and fire protection, garbage collection, mail delivery, building inspections, and like services (collectively the "Governmental Purposes"). The easements granted to the Governmental Authorities for Governmental Purposes shall inure to the benefit of and run exclusively to such Governmental Authorities and no other persons or entities shall have any rights, claims or interests by reason of or arising under the easements granted in favor of the Governmental Authorities. Should a Dwelling Unit encroach upon a Drive, the encroachment shall not be a violation of this provision. The Drives are subject to easements which are granted and imposed upon the Drives in favor of the County, the Association and the designees of the Association for the construction, operation and maintenance of underground utility and drainage facilities. The Association has the right, but not the obligation, to construct, operate and staff gatehouses on or about the Drives. No representation is made that any security devices will be provided or gates or gatehouse constructed, or that if constructed, that any gates or gatehouse will be operational or staffed on a part or full time basis.

D. Buffer Areas. "Buffer Areas" are those portions of the property within Sunset Cove designated as, or dedicated for use as, Buffer Areas in the Master Plan and shall be used, kept and maintained as beautification and grassed areas and not for residential, commercial or indus-

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trial purposes of any kind, except such areas as the Board shall designate for the storage of lawn and other maintenance equipment. Should a Dwelling Unit encroach upon a Buffer Area, the encroachment shall not be a violation of this provision. Mailboxes and community signage as the Association shall allow, if any, may be placed on portions of the Buffer Areas designated by the Association.

E. Parking Areas. "Parking Areas" are those areas within Sunset Cove designated as, or dedicated for use as, Parking Areas in the Master Plan or in such portions of the Common or Recreation Areas designated by the Association and shall be used for parking of vehicles not prohibited under the Sunset Cove Documents. No portion of the Association Property shall be set aside for the parking of boats, motor vehicles not allowed under paragraph VII.1, trailers, and the like. The Parking Areas are subject to easements which are granted and imposed upon the Parking Areas in favor of the County, the Association and the designees of the Association for the construction, operation and maintenance of underground utility and drainage facilities.

2. Rules and Regulations. The administration, management, operation and maintenance of the Recreation Areas, the Drives, the Buffer Areas and the Parking Areas shall be the responsibility of the Association. The Association, by its Board, shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of them (the "Rules") with respect to the use, operation and enjoyment of (a) the Recreation Areas and any improvements located on them, including, but not limited to, establishing hours and manner of operation and establishing requirements as to dress and decorum, (b) the Drives, (c) the Buffer Areas, (d) the Parking Areas and (e) other portions of Sunset Cove. No Rules promulgated shall be in conflict with the provisions of this Declaration.

3. Conveyance of Recreation Areas, Drives, Grassed Areas and Parking Areas. Declarant agrees that it shall convey to the Association fee simple title to the Recreation Areas, the Drives, the Buffer Areas and the Parking Areas, subject to (i) the terms and provisions of this Declaration, (ii) real estate taxes for the year of the conveyance, (iii) all applicable zoning ordinances, (iv) such facts as an accurate survey would show, (v) all covenants, easements, restrictions and reservations of record or common to the subdivision, and (vi) all mortgages and encumbrances of record. Declarant shall cause the mortgagees either to subordinate the mortgages to, or join in, the dedication of the Recreation Areas for recreational purposes, subject to such terms and conditions of the dedication as the mortgagees reasonably may require. Declarant shall have the right to convey portions or all of the Recreation Areas, the Drives, the Buffer Areas and the Parking Areas at such time or times as Developer shall determine, provided that the conveyance of all of them shall be completed no later than ninety (90) days after the Turnover Date as defined in the Articles, except that those portions of the Property, if any, which become Recreation Areas, Drives, Buffer Areas or Parking Areas subsequent to the Turnover Date shall be conveyed by Developer within ninety (90) days after the property becomes a Recreation Area, Drive, Buffer Area or Parking Area.

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Except as otherwise provided in this paragraph, after a Recreation Area or other Common Area, or any portions of them, becomes vested in the Association, neither the Area vested in the Association nor the improvements on it shall be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of all Institutional Mortgagees (as shown by the Public Records of the County). The prohibition of the preceding sentence shall not prohibit or restrict the Association from granting such easements as are reasonably necessary or appropriate for the development of the Recreation Areas and Common Areas and their use in a manner consistent with the provisions of this Declaration and the Plat, nor prohibit or restrict the Association from encumbering the Recreation Areas or Common Areas for the sole purpose of securing loans for their improvement.

No portion of the Plat which constitutes exterior open area required by the zoning ordinances applicable to Sunset Cove shall be vacated if it would violate the minimum requirements for open area under applicable zoning ordinances.

4. Association Property. All of the Association Property shall be owned and held by the Association, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication or conveyance of it and subject to the provisions of this Declaration, Plat and the Master Association Documents. The Association Property includes, without limitation, the Recreation Areas, the Drives, the Buffer Areas, the Parking Areas and Common Areas owned by the Association, all buildings and improvements constructed on them, including walkways, if any, all fixtures, apparatus and equipment installed on, and any personal property used in connection with, them, and all equipment and apparatus used in connection with the irrigation and sprinkler systems, including the sprinkler system installed in each Lot. Except as otherwise expressly provided in this Declaration, the costs of administering, operating, maintaining, repairing, replacing and reconstructing the Association Property shall be a part of the Operating Expenses.

5. Declarant's Right of Use. Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of Sunset Cove, the Declarant reserves for itself and its successors and assigns the right to the use of all Recreation and Common Areas, and all other portions of the Property the title to which has not been conveyed by Declarant, in conjunction with and as part of its program of sale, constructing and developing within Sunset Cove, without any cost to Declarant for such rights and privileges. Without limiting the foregoing, Declarant may also use any model Dwelling Units constructed on the Property in connection with the sale of improvements located on or outside the Property. Declarant may not lease any Dwelling Unit on the Property, nor operate a leasing office on the Property, without the consent of the City Council of the City of Plantation. As the condition to obtaining such consent, Declarant must establish the existence of an economic hardship arising from the inability to sell the Dwelling Units. The rights and privileges of Declarant set forth in this subparagraph shall terminate when Declarant or its assigns no longer owns any portion of the Property or upon such earlier

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date as Declarant shall notify the Association in writing of Declarant's election to relinquish these rights and privileges of use.

6. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion of it complies with the covenants and restrictions contained in this Declaration, the dispute shall be referred to the Board, and a determination rendered by the Board with respect to the dispute shall be final and binding on all parties concerned, provided, however, any use by Declarant or any parts of it in accordance with this Article III shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board. Any use of the Property by Developer shall be in accordance with the City of Plantation zoning and land use plan, as well as the site plan for the Property.

7. Additional Easements.

In addition to any other easements provided for in this Article or elsewhere in the Sunset Cove Documents, each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be 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:

(a) Easements for Pedestrian and Vehicular 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 Property and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Property as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Owners and the residents of the Property and their guests, invitees, and mortgagees.

(b) Perpetual Nonexclusive Easement in Common Areas. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all Owners and residents of the 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.

(c) Service and Utility Easements. Easements in favor of Declarant, the Association, and all governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, and their agents and employees, over and across all roads existing from time to time with the Property, and over, under, on and across the Property, as may be reasonably required to permit the foregoing, to provide their respective authorized services to and for the maintenance, repair and providing of such services, equipment and fixtures in order to adequately serve the Property including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and

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electronic security. An Owner shall do nothing on his Lot which interferes with or impairs the services using these easements. The Board or its designee shall have a right of access to each Lot and Unit to inspect, maintain, repair or replace the service facilities contained under the Lot and to remove any improvements interfering with or impairing the services or easement 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 an emergency, entry into any Unit shall be made with reasonable notice to the Owner.

(d) Encroachments. If any portion of the Common Areas encroaches upon any Lot; if any Unit or other improvement encroaches upon any Lot or upon any portion of the Common Areas; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association; (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of the Unit or the Common Areas; or (v) any non-purposeful or non-negligent act of an Owner except as may be authorized by the Board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(e) "Zero Lot Line" Easements. If any property covered by this Declaration is zoned to permit construction of Dwelling Units on a "zero lot line" basis, each Owner of a "zero lot line" Dwelling Unit shall have: (1) an eighteen inch (18") easement into the contiguous Lot or Common Area, as the case may be, on the zero lot line side of the Dwelling Unit for wall maintenance, roof overhang, gutters, downspouts, and water drainage from the roof of the Dwelling Unit; and (2) an easement into the contiguous Lot or Common Area, as the case may be, extending a total of four feet (4') from his Unit, for servicing and maintaining the Unit. The Owner of such Unit shall not be liable for damage or destruction to any landscaping within the easement area which is caused in connection with the reasonable maintenance of his Unit.

(f) Landscaping Easement. The Developer reserves for the benefit of the Association a non-exclusive easement over the landscaping area of each Lot in Sunset Cove for the purpose of the performance of the Association's responsibility under this Declaration for the maintenance and replacement of the landscaping area of each Lot and the sprinkler system in each Lot.

(g) Additional Easements. Declarant (so long as it owns any portion of the Property) and/or 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, and under and/or across the Common Areas, including the Recreation Areas, in favor of Declarant or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefitting or affecting the Property. In connection with the grant, modification, relocation, abandonment or termination of any easement, Declarant reserves the right to

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relocate roads, parking areas, utility lines, and other improvements upon or serving the Property. So long as the foregoing will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no consent 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 consent of the Owners and 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.

(h) Sale and Development Easement. Declarant reserves and shall have an easement over, upon, across and under the Property as may be reasonably required in connection with the development, construction, or sale and promotion of any Lot or Unit within the Property or within any other property owned by Declarant.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS OF THE ASSOCIATION

A. Membership

The Association shall be comprised of such members as are defined and set forth in the Articles (collectively the "Members"). Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Sunset Cove Documents, as amended from time to time. The voting rights of the members of the Association shall be as set forth in the Articles.

B. Board of Directors

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

C. Master Association

The Association shall be a member of the Master Association.

ARTICLE V

PROPERTY RIGHTS; USE AND MAINTENANCE OF SUNSET COVE

A. Property Rights

1. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, together with a non-exclusive easement of ingress and egress over the private Drives within Sunset Cove, which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of the Sunset Cove Documents, the Master Association Documents, Rules and Regulations of the Association, and the applicable provisions of any other Sunset Cove Document.

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2. There shall be no judicial partition of the Common Area, nor shall the Association, any Owner or any other person acquiring any interest in Sunset Cove, or any part of it, seek judicial partition of it.

b. Use and Maintenance of Sunset Cove

1. Covenants for Use.

(a) Each Owner in Sunset Cove, by acceptance of a deed or other instrument of conveyance conveying a Lot within Sunset Cove, whether or not it shall be so expressed in the deed or instrument, covenants and agrees that the Lot shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, restrictions and lien rights regarding them as are or may be set forth in the Sunset Cove Documents including, but not limited to, this Declaration, and the Master Association Documents.

(b) Each Owner shall, at his sole cost and expense, maintain, repair and keep the exterior of his Dwelling Unit, and his Lot, in a neat, clean and aesthetically pleasing and proper condition and good repair. All buildings and other improvements shall be maintained in accordance with all applicable governmental requirements and in a first class condition and in good working order so as to preserve the beauty, quality, and value of all property. Painting or other maintenance shall be periodically performed by Owner as reasonably required. An Owner shall not permit any excessive and/or unsightly mildew, rust deposits, dirt, or deterioration to accumulate on any building or improvement. The Architectural Review Board may adopt rules to enforce this provision.

2. Association Property and Certain Landscaping. The Association shall maintain, repair, replace and reconstruct the Association Property. The Association shall also maintain the lawns and landscaping as originally installed or replaced by the Developer or the Association, but not including any upgrades even if approved by the Association, on each Lot ("the landscaping area") and the sprinkler system installed in each Lot. The Association shall have the right of entry through its agents and employees at reasonable hours upon the landscaping area for the purpose of performing such maintenance and replacement of the landscaping and sprinkler system. Further, the Association shall have the right to remove and/or replace trees, shrubs and other plantings on the landscaping area. In no event shall the Association be liable for any damage to any landscape upgrades incurred in the course of the Association's performance of its obligations under this paragraph.

3. Maintenance of Dwelling Units. The Association may, but shall not be obligated to, provide required maintenance upon any Lot or Dwelling Unit, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup. The required maintenance shall be upon prior notice to, and shall be assessed against, the Owner, as provided in Paragraph B.4 of this Article.

4. Maintenance of Sunset Cove Property. In the event that any Owner in Sunset Cove fails to maintain his Dwelling Unit and Lot and otherwise provide any maintenance

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required under this Declaration or the Sunset Cove Documents (the "Defaulting Owner"), the Association shall have the right, though not the obligation, upon thirty (30) days' written notice to the Defaulting Owner, to enter the property of the Defaulting Owner for the purpose of performing the maintenance and/or repairs described in the notice. The cost of performing the maintenance and/or repairs and the expense of collection (including, but not limited to, court costs and reasonable attorneys' fees for the services of the Association's attorneys through and including all appeals and whether or not suit is instituted) shall be assessed against the Defaulting Owner and shall become a lien upon the Lot and Dwelling Unit of the Defaulting Owner. The lien shall be effective only from and after the time of recording in the Public Records of the County of a written statement claiming the lien on behalf of the Association and setting forth the amount due, which shall bear interest from the date of the statement at the highest rate allowed by law. The Association shall have all rights and remedies with respect to the enforcement and collection of the lien as the Association would have with respect to liens for Assessments as provided for in this Declaration. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a satisfaction of it in recordable form.

5. Limitation on Association's Liability. The Association shall not be liable to any Owner in Sunset Cove in the performance of its responsibilities, or in the exercise of its powers, with respect to the maintenance of Sunset Cove, except for gross negligence or willful misconduct.

ARTICLE VI

ARCHITECTURAL CRITERIA

In order to preserve the values and appearance of Sunset Cove, an Architectural Review Board shall be established as follows:

1. Architectural Review Board. The Association shall establish an "Architectural Review Board" (the "ARB") consisting of three (3) members who need not be Owners or members of the Board. Until the Turnover Date as defined in the Articles, all members of the ARB shall be appointed by and serve at the pleasure of the Declarant. At the meeting of the members of the Association on the Turnover Date, and at each succeeding annual meeting of the members, the members of the Association shall elect the members of the ARB. Members of the Board may serve on the ARB. A majority of the ARB shall constitute a quorum to transact any business of the ARB and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the ARB. Any vacancy occurring on the ARB shall be filled by the Board. The ARB may designate a representative to act on behalf of ARB, subject to the approval of the Board. No member of the ARB or any representative of the ARB shall be entitled to any compensation for services performed for the ARB.

2. Requirement of ARB Approval. Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of the Declarant, landscaping and plantings by or with the

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approval of the Declarant, and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Declarant (collectively "Declarant Improvements"), which Declarant Improvements are not subject to the approval of the ARB, no improvement or structure of any kind, including, without limitation, any building, addition, wall, fence, awning, swimming pool, patio, tennis court, screen enclosure, lawn shed, dog house or animal pen, dog run, play structure, sewer, drain, disposal system, decorative building, landscape devise or object or other improvement shall be erected, placed or maintained on any portion of the Property, no landscaping or planting shall be commenced or maintained upon any portion of the Property, and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made, without the prior written approval of the ARB. It is expressly intended that Declarant Improvements shall not require ARB approval.

3. Method of Obtaining ARB Approval. In order to obtain the approval of the ARB, two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the ARB for its review. The plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, and the nature, type and color of materials to be used. The ARB may also require the submission of such additional information and materials as may be reasonably necessary for the ARB to evaluate the proposed construction, landscaping or alteration. The ARB shall evaluate all plans and specifications utilizing standards of the highest level, as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping.

4. Approval or Disapproval by the ARB. The ARB shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable including disapproval solely for aesthetic reasons. Any and all approvals or disapprovals of the ARB shall be in writing and shall be sent to the Board and the respective Owner, as applicable. In the event the ARB fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after receipt by the ARB of the plans and specifications and any and all other reasonably requested information and materials related to them, the plans and specifications shall be deemed to have been approved by the ARB and the appropriate written approval shall be delivered promptly.

5. ARB Rules and Regulations. The ARB may promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the ARB. These rules, regulations and fees shall be subject to the approval of the Board.

6. No Liability. Notwithstanding anything contained herein to the contrary, the ARB shall merely have the right, but not the duty, to exercise architectural control as provided herein, and shall not be liable to any Member or Owner due to the exercise or nonexercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the

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approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards, guidelines and/or criteria of the ARB, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association and the ARB shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications. Further, the approval of a particular improvement shall not require the approval of any similar improvement in the future.

7. Compliance With Governmental and Other Requirements. In addition to any required approval of the ARB, any improvement on a Lot must be in compliance with all requirements of the City of Plantation and any other governmental entity having jurisdiction with respect to the Property including, if required, obtaining an appropriate building permit, and with the requirements of the Master Association Documents.

ARTICLE VII

ADDITIONAL PROVISIONS FOR THE PRESERVATION OF THE VALUES AND AMENITIES OF SUNSET COVE

In order to preserve the values and amenities of Sunset Cove, the following provisions shall be applicable to the Property:

1. Commercial Activity. Except as otherwise provided in this Declaration or the other Sunset Cove or Master Association Documents, no commercial trade or business activity shall be conducted on Sunset Cove Property and Dwelling Units shall only be used for single-family, residential purposes.

2. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the Property. Activities of the Declarant or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, for sprinkler systems for any portions of the Property be deemed a Mining Activity.

3. Nuisances. No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisance or immoral or illegal activities shall be permitted or maintained on any of the Property. It is intended, however, that the noises or odors which are the reasonably expected result of the uses of the Property that are specifically permitted or contemplated by this Declaration shall not be deemed unreasonable, obnoxious or a nuisance.

4. Removal of Sod and Shrubbery; Alteration of Drainage, Etc. Except for the Declarant's acts and activities in the development of Sunset Cove, no sod, topsoil, muck, trees or shrubbery shall be removed from the Property or any Lot and no change in the condition of the soil or the

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level of the land of the Property or any Lot shall be made which results in any adverse change in the flow or drainage of surface water of or within Sunset Cove, without the prior written consent of the Board. In particular, no Owner shall adversely affect the drainage to or from any contiguous Lot and no Owner shall change or alter the sprinkler system on his Lot without the prior written consent of the ARB.

5. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

6. Antennas and Aerials. Except as may be permitted by the ARB, no antennas (including short-wave or "ham" antennas), aerials or cable reception equipment including but not limited to satellite dishes, shall be placed or erected upon the Property, any Lot or affixed in any manner to the exterior of any building. Further, any antennas or signal receiving dishes to be installed on the Property must be approved by the City Council of the City of Plantation and must comply with all ordinances of the City of Plantation regarding such antenna or dishes, including zoning.

7. Garbage. In order to preserve the beauty of Sunset Cove, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers or other garbage collection facilities deemed suitable by the ARB. Containers shall be as required by the City of Plantation for curb side pickup, and shall not be placed at the curb sooner than 5:00 P.M. on the day before the scheduled pickup. All containers and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

8. Radio Equipment. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Property, if the same would interfere with television, radio, or other electronic uses by others.

9. Subdivision and Partition. The Lots shall not be subdivided or partitioned and only one Dwelling Unit shall be constructed on each Lot.

10. Casualty Destruction to Improvements. In the event a Dwelling Unit or other improvements upon a Lot are damaged or destroyed by casualty, hazard or other loss, within a reasonable period of time (not to exceed three months) after such incident, the Owner of the Dwelling Unit shall either commence to rebuild or repair the damaged Dwelling Unit or improvements, upon compliance with the determinations of the ARB, and diligently continue the rebuilding or repairing activities to completion. Upon a determination by the Owner that the improvements will not be repaired or replaced, the Owner promptly shall clear the damaged improvements and grass over and landscape the Lot in a sightly manner. In the reconstruction of a destroyed Dwelling Unit, it shall only be replaced with a Dwelling Unit of the same size and type as that destroyed and the reconstruction shall be subject to the prior approval of the ARB.

11. Temporary Buildings, Etc. No tents, trailers, vans, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Sunset

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Cove except in connection with construction, development or sales activities permitted under this Declaration or with the prior written consent of the Board or the ARB. Further, no temporary buildings or structures may be placed on the Property without the approval of the City of Plantation or its appropriate review committee.

12. Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, or other vehicles manufactured and used as private passenger vehicles, may be parked within the Property overnight without the prior written consent of the Developer or the Association, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Declarant or the Association, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, hearse, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a Unit overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the Declarant or the Association. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. 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 Property. All vehicles parked within the Property must be in good condition and repair, and no vehicle which does not have a current license plate or which cannot operate on its own power shall be parked within the Property outside of an enclosed garage for more than 24 hours, and no major repair of any vehicles are permitted. Mopeds, all-terrain vehicles, motorcycles, motorbikes and the like are permitted to be operated if licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property. Further, the parking of motor vehicles on the Property must comply with the ordinances of the City of Plantation.

13. Signs. No sign of any kind shall be displayed to the public view on any Lot or Dwelling Unit except that one "for rent" or "for sale" sign not exceeding four square feet may be displayed from a window inside the Dwelling Unit. In addition, one portable and tasteful "open house" sign may be displayed during such period as the Owner or a licensed real estate salesperson is holding a bona fide open house to lease or sell the Dwelling Unit on the Lot. The size and design of all signs shall be subject to approval by the ARB. Further, all signs on the Property shall comply with the City of Plantation's comprehensive sign ordinances.

14. Docks, Boat Houses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boat houses or boat shelters of any kind or any construction shall be erected on or over waterways or on lake banks or shores within Sunset Cove. No motor powered boat of any kind shall be kept or used upon any lakes or waterways of and within Sunset Cove.

15. Animals and Pets. Only common household pets may be kept on any Lot or in a Dwelling Unit but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, or poultry

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of any kind shall be kept, raised, bred or maintained on any portion of Sunset Cove. No pit bull terriers shall be allowed on the Property at any time. No pet shall be kept outside of a Unit, or in any screened porch or patio, unless someone is present in the Unit. No pet shall be permitted to go or stray on any other Lot without the permission of the Owner of the Lot. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Property. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the Property, except for designated pet-walk areas, if any. Permitted pets shall be appropriately leashed and kept only in accordance with such rules and regulations as shall be promulgated from time to time by the Board. The Board may require any pet to be permanently removed from the Property due to a violation of this paragraph.

16. Barbecues. Sunset Cove Owners shall be permitted to locate and use moveable barbecues only upon their respective Lots, provided they are located and used to the rear of the Dwelling Units and within the privacy walls of the Dwelling Units, subject to such rules and regulations as may be promulgated from time to time by the Board.

17. Garages. Each Unit shall have an attached garage providing parking for at least one automobile. No garage door shall be permanently enclosed nor shall any garage be converted to other use.

18. Weeds, Underbrush. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile, debris, or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. If any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, the Association, upon 5 days prior notice to the Owner, may enter upon the Lot and remove them at the expense of the Owner, and such entry shall not be deemed a trespass.

19. Increase in Insurance Rates. No Sunset Cove Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of Sunset Cove not owned by the Owner.

20. Water Supply. Except for common water and sprinkler systems, no wells or individual water supplies shall be permitted.

21. Residence Graphics. No residence graphics, including mailboxes and/or mail centers, shall be placed or erected within Sunset Cove except as the Association shall approve in writing in its sole discretion. In addition to other factors, the Association may consider "uniformity" with other residence graphics within Sunset Cove as well as other purely aesthetic factors in making its determination.

22. Light Intrusion. All floodlights and similar lights installed on any Dwelling Unit or on any Lot shall be properly shielded to prevent the radiation of light in a manner which would cause annoyance or be otherwise offensive to the residents of other Dwelling Units in Sunset Cove.

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23. Outside Storage of Personal Property. The personal property of any resident of the Property shall be kept inside the resident's Unit or a fenced or a walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition.

24. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheuts or other temporary window treatments are permitted, except for periods not exceeding thirty (30) days after an Owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired.

25. Special Provisions Regarding Recreational Facilities. The Board shall have the right to make reasonable rules and regulations regarding the recreational facilities as the Board deems desirable from time to time.

26. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted.

27. Clotheslines and Outside Clothes Drying. No clotheslines or clothespoles 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 Board or the ARB 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.

28. Flag Poles. No flag poles are permitted without the consent of the ARB and only American flags displayed on official holidays shall be permitted.

29. Lakes and Canals. No swimming or motorized boating is allowed in any lake or canal within or contiguous to the Property. No Owner shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the Property.

30. Fences and Walls. No fence or privacy wall may be constructed on a Lot without the prior approval of the ARB. If any Owner desires to construct a fence or privacy wall on his Lot, the Owner shall submit a plot plan to the ARB showing the proposed location of the fence or privacy wall upon the Lot and this plot plan must be approved by the ARB. No fence or privacy wall may be constructed on the portion of any Lot between the front of the Lot and the front of the Unit constructed upon the Lot, and any fence or privacy wall constructed upon a Lot must be located in strict conformance with the plot plan approved by the ARB. Only aluminum railing fences with a maximum height of four feet are permitted on waterfront lots. On zero lot line units, a concrete block and stucco privacy wall may be constructed on the zero lot line side of a pool or patio area. In all other cases, fences must comply with the following requirements:

(a) All fences shall be a maximum of 5 feet high in height.

(b) All fences must be of the "shadow box" type, and must be constructed on-site. Only high-quality professionally prefabricated or sectional

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shadow box fences will be allowed, and the ARB must approve same.

(c) All shadow box planks and posts shall be of cedar or pressure treated wood, and planks shall be installed vertically. All planks shall be a maximum of six inches in width and one inch in depth, nominal.

(d) All shadow box fence wood may be coated with a natural clear sealer, or a wood stain of a color approved by the ARB.

(e) All fences must be constructed with galvanized nails or other rust-proof fasteners.

31. Waiver. The Board shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the Board, special circumstances exist which justify such waiver or deviation, or such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the Board, will not adversely affect any other Owners. Any waiver must be in writing and in granting any waiver or deviation, the Board may impose such conditions and restrictions as the Board may deem necessary, and the Owner shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the board, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the Board as to any matter shall not be deemed binding upon the Board in the future, and shall not require the Board to grant similar approvals in the future as to any other Lot or Owner.

32. Exceptions. The foregoing use and maintenance restrictions shall not apply to Declarant, or to any portion of the Property while owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Property and the construction of any Units and other improvements thereon, or any activity associated with the sale or leasing of any Units, by Declarant. In addition, Declarant shall have the right to exempt any other builder or developer from any of the foregoing use and maintenance restrictions. Specifically, and without limitation, Declarant shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by Declarant shall have the right to: (i) construct any buildings or improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any Lot; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any Property for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any Lot; and (v) post, display, inscribe or affix to the exterior of a Unit or upon any Property, signs and other materials used in developing, constructing,

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selling or promoting any Lot. Provided, however, that the foregoing shall not exempt Declarant or any builder or developer from compliance with all applicable laws, ordinances, and regulations of the City of Plantation or any other governmental body having jurisdiction with respect to the Property.

ARTICLE VIII

COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Operating Expenses

In order (1) to fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) to maintain, operate and preserve the Association Property for the recreation, use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and licensees, there is imposed upon each Contributing Unit (as hereinafter defined) and each Contributing Unit Owner the affirmative covenant and obligation to pay to the Association all "Assessments", as provided in this Declaration, including, but not limited to, the "Individual Unit Assessments" and "Special Assessments". Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Sunset Cove and Master Association Documents. Further, should the Association fail to maintain adequately the landscaping requirements imposed by the City of Plantation City Council or the roads located on the Property described in this Declaration, after thirty (30) days notice to do so by the City of Plantation, the City of Plantation shall have the same rights and powers that are provided to the Association to assess each Owner for the maintenance of the landscaping and the roads, including the creation and enforcement of assessments and liens.

B. Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of this Declaration or any of the Sunset Cove Documents (the "Assessments") with interest on them at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' fees, are declared to be a charge and continuing lien upon the Contributing Units against which each Assessment is made. Each Assessment against a Contributing Unit, together with interest on it at the highest rate allowed by law and costs of collection, including attorneys' fees, shall be the personal obligation of the Owner of each such Contributing Unit regardless of when such assessment accrued and, except for Institutional Lenders, regardless of how title was acquired. The lien shall be effective only from and after the time of the recordation in the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form.

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Notwithstanding anything to the contrary in this Declaration, if an Institutional Lender of record obtains title to a Contributing Unit as a result of foreclosure of its mortgage, or deed in lieu of foreclosure, it, and its successors or assigns, shall not be liable for the share of Assessments pertaining to the Contributing Unit which it acquired, or chargeable to the former Owner of it, which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless the Assessment against the Contributing Unit is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage foreclosed or with respect to which a deed in lieu of foreclosure was given.

C. Collection of Assessments

In the event any Contributing Unit Owner shall fail to pay Assessments, or any installment of them, charged to the Contributing Unit Owner within fifteen (15) days after it becomes due, the Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for its payment in installments.
2. To advance on behalf of the Contributing Unit Owner in default funds to accomplish the needs of the Association up to and including the full amount for which the Contributing Unit Owner is liable to the Association; the amount of monies advanced, together with interest at the highest allowable rate, and all costs of collection, including, but not limited to, reasonable attorneys' fees, may thereafter be collected by the Association. Such advance by the Association shall not waive the default.
3. To file an action to foreclose its lien at any time after the effective date of it. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
4. To file an action to collect the Assessment plus interest at the highest rate allowed by law, court costs and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure in the Association.

D. Collection by Declarant

If for any reason the Association shall fail to collect the Assessments, the Declarant shall at all times have the right, but not the obligation: (1) to make the advances that the Association could have made as provided in paragraph C above; and (2) to collect the Assessments and, if applicable, any sums advanced by Declarant, using the remedies available to the Association as provided in paragraph C above, which remedies are declared to be available to the Declarant.

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E. Rights of Declarant and Institutional Lender to Pay Assessments and Receive Reimbursement

The Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Units in Sunset Cove. Further, the Declarant and any Institutional Lender shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association if they are overdue and when lapses in policies or services may occur. The Declarant and any Institutional Lender paying overdue Operating Expenses on behalf of the Association shall be entitled to immediate reimbursement from the Association, plus any costs of collection including, but not limited to, reasonable attorneys' fees.

ARTICLE IX

METHOD OF DETERMINING ASSESSMENTS
AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in a budget (the "Budget") prepared by the Board not later than December 1 of the calendar year preceding the calendar year for which the Budget is to be adopted, provided that the First Budget shall be adopted within thirty (30) days after the recording of the Declaration for the remainder of the first calendar year. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a "Special Assessment"), shall be apportioned equally among the total number of Contributing Units contemplated to be completed on the Property to determine the Assessment for each Unit.

B. Contributing Units

1. Each Lot, together with the Dwelling Unit constructed on it, if any, shall become a "Contributing Unit" on the date it is conveyed by the Declarant.

2. Any structure constituting a Contributing Unit which is destroyed or demolished shall nevertheless be deemed to remain a Contributing Unit.

3. It is recognized that because the P.U.D. applicable to Sunset Cove permits, but does not require, 219 Dwelling Units, and because of the provisions set forth in paragraph G of this Article, the number of Contributing Units will initially be less than, and could ultimately be other than, 219. The number of Contributing Units may also be increased or decreased by an amendment to the P.U.D. to change the number of permitted Dwelling Units.

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C. Assessment Payments

The individual Unit Assessments shall be payable monthly or quarterly as determined by the Board, in advance, on the first day of each assessment period. The individual Unit Assessments and the periodic installments of them, as well as all Assessments provided in this Declaration, and all installments of them, shall be adjusted from time to time by the Board to reflect (i) changes in the Budget or, (ii) a determination by the Board that the Assessments, or any installment of them, is either less than or more than the amount actually required.

D. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in this Declaration or in any other of the Sunset Cove Documents, and whether or not for a cost or expense which is included within the definition of "Operating Expenses", those Assessments which are levied for capital improvements, which include the costs (whether in whole or in part) of constructing, acquiring, reconstructing or replacing improvements for or on the Association Property or Common Area. Notwithstanding anything to the contrary contained in this Declaration, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any individual Unit Assessments, and any Special Assessment assessed against Contributing Units shall be paid by the Contributing Unit Owners in addition to any Individual Unit Assessments. Special Assessments shall be assessed by dividing the total amount of the Special Assessment by the total number of Contributing Units. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, no Assessment shall be made for capital improvements without the affirmative vote of two thirds (2/3) of all Owners and as long as Declarant owns any Unit, its written consent shall be required. In no event shall any property owned by Developer be liable for any Special Assessment whether for capital improvements or any other purpose.

E. Liability of Contributing Unit Owners for Individual Unit Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in Sunset Cove, each Owner acknowledges that each Contributing Unit, and the Contributing Unit Owners of it, are jointly and severally liable for their own Individual Unit Assessment and their applicable portion of any Special Assessments, as well as for all Assessments for which they are liable under this Declaration. The Owners of each Contributing Unit further recognize and covenant that they are jointly and severally liable with the Owners of the all Contributing Units for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Unit Owner, for himself and his heirs, personal representative, successors and assigns, that in the event Contributing Unit Owners fail or refuse to pay their Individual Unit Assessment or any portion of it, their respective portions of any Special Assessments or other Assessments, the other Contributing Unit Owners may be responsible for increased Individual Unit Assessments or Special or other Assessments due to the non-payment by other

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Contributing Unit Owners, and the increased Individual Unit Assessment or Special or other Assessment can and may be enforced by the Association and the Declarant in the same manner as all other Assessments as provided in this Declaration. Each of the foregoing provisions are subject to the limitations on the Declarant liability for Special Assessments under this Declaration.

F. Initial Contribution For Working Capital.

In addition to the other Assessments provided for in this Article, upon the conveyance of a Lot by Declarant to an Owner, the new Owner of the 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 Operating Expenses, which shall be in addition to the new Owner's responsibility for Assessments for Operating 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. Further, such fund may be expended in whole or in part, and need not be refunded or replaced by Declarant.

G. Declarant's Contribution.

Notwithstanding the foregoing provisions of this Article, or anything contained elsewhere in this Declaration, during the period when Declarant appoints a majority of the directors of the Association, Declarant shall not be liable for any Assessments for any Lots owned by Declarant, but during such period, Declarant shall be responsible for all Operating Expenses exclusive of reserves or Special Assessment actually incurred by the Association, in excess of the Assessments for Operating Expenses and any other income receivable by the Association, including working capital fund contributions. During such period when Declarant appoints a majority of the directors of the Association, the Assessments for Operating Expenses shall be established by Declarant based upon Declarant's estimate of what the expenses of the Association would be if all Units contemplated within the Property were completed, so that Assessments during such period will be approximately what said Assessments would be if the development of the Property as contemplated by Declarant was complete. Notwithstanding the foregoing, in the event the Association incurs any expense not ordinarily anticipated in the day-to-day management and operation of the Property, including but not limited to expenses incurred in connection with lawsuits against the Association, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of Declarant for such Expenses shall not exceed the amount that Declarant would be required to pay if it was liable for Assessments as any other Owner, and any excess amounts payable by the Association, shall be assessed to the other Owners. In addition to the foregoing, and notwithstanding anything contained herein to the contrary, after Declarant no longer appoints a majority of the Directors of the Association, Declarant will no longer be required to pay any monies to the Association, or any deficits of the Association, but Declarant may elect to pay Assessments or to fund all or any portion of the deficits of the Association in its full discretion, without prejudice to its right to discontinue such payments at any time thereafter. During the period when Declarant is not liable for

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Assessments, the Association will not be required to fund any reserve or other accounts which may be reflected in the budget except for those funds directly contributed to the reserves by the Contributing Unit Owners.

ARTICLE X

SUNSET COVE OPERATING EXPENSES

A. Sunset Cove Operating Expenses

The following expenses of the Association Property and Common Area (collectively in this Article "the Association Property") and the Association are declared to be Operating Expenses which the Association is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided in this Declaration or as may be otherwise provided in the Sunset Cove Documents:

1. Taxes. Any and all taxes levied or assessed at any and all times upon the Association Property or any improvements to it by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens, if any, for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Association Property and against any and all personal property and improvements, which are now or which hereafter may be placed on it, including any interest, penalties and other charges which may accrue on them.

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

3. Insurance. The premiums on the policy or policies of insurance which the Association in its sole discretion determines to obtain provided, however, that the Association shall obtain and maintain the following insurance coverage:

(a) Property insurance in an amount equal to the then full replacement costs, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Association Property, which insurance shall afford protection against at least the following:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind-storm, and water damage; and

(ii) such other risks as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Sunset Cove in construction, location and use.

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(b) A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Association and, until the Turnover Date, the Declarant as named insureds, insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any improvements and buildings located on it, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence and not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed for any one occurrence and for not less than Five Hundred Thousand Dollars (\$500,000.00) property damage per occurrence with no separate limits stated for the number of claims. The insurance coverage shall include as appropriate, without limitation, protection against water damage liability, liability for nonowned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Association Property in developments similar to Sunset Cove in construction, location and use.

(c) After the Turnover Date, adequate fidelity coverage to protect against dishonest acts on the part of Officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association, the coverage to be in the form of fidelity bonds which meet the following requirements:

(i) the bonds shall name the Association as an obligee;

(ii) the bonds shall be written in an amount of at least \$10,000; and

(iii) the bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(d) Directors and officers liability insurance.

(e) Other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Association Property and any buildings and improvements now or hereafter located on it, or in the best interest of Sunset Cove or the Association, including, without limitation, any insurance required under the regulations of any Secondary Mortgage Market Institution.

4. Reconstruction of Buildings or Improvements. To the extent available, insurance proceeds shall be used to repair, replace, construct or reconstruct any building or improvements upon the Association Property damaged by any casualty ("the restoration") unless at least two thirds (2/3) of the members vote not to make such restoration. Any difference between the amount of insurance proceeds received with respect to the damage and the amount of funds necessary for the restoration shall be an Operating Expense and it shall be the subject of a Special Assessment which the Association may levy. The Association shall proceed diligently

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with the restoration and complete it as soon as reasonably possible after the damage occurs.

Should the insurance proceeds be sufficient for the restoration, and an excess remains after payment for the restoration, the excess proceeds shall be held by the Association for the use of the Association unless the Contributing Unit Owners of at least seventy-five percent (75%) of the Contributing Units then in existence shall have voted in favor of a distribution of the proceeds.

If the restoration is paid by both a Special Assessment and insurance proceeds, and upon completion of payment for the restoration there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of the restoration were first disbursed from insurance proceeds and any funds remaining shall be deemed to be from Special Assessments and shall be returned to the Contributing Unit Owners by means of a distribution pro rata in accordance with the collection of the Special Assessment(s).

5. Maintenance, Repair and Replacement. Any and all expenses necessary to (a) keep, maintain, preserve, operate, repair and replace the Association Property, storm drains, drainage easements and other easements pertaining to Sunset Cove and all bicycle and jogging paths within Sunset Cove; (b) maintain and preserve the landscaped, grassed and open and natural portions of the Association Property, and the landscaped area of each Lot of Sunset Cove as provided in paragraph B.2 c. Article V, including, without limitation, such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like, and the maintenance, repair and replacement of the irrigation and sprinkler systems; and (c) operate, maintain, preserve and protect the portions of the Association Property designated or used for water management purposes, including all costs of chemically treating the waters of such areas, controlling water levels, and maintaining and operating any improvements and amenities established within the areas; (d) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Association Property in a manner consistent with the development of Sunset Cove and in accordance with the covenants and restrictions contained in this Declaration, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; (e) maintain, repair and replace all street signs installed or placed on any part of the Property by Declarant or the Association which are not maintained, repaired and replaced by the County or other applicable governmental body or agency; (f) maintain, repair and replace all signs, decorative walls, and other structures installed, placed or erected by Declarant or the Association within the Property constituting signs and entry features for Sunset Cove or any part of it, and whether on land owned by or dedicated to the Association or on land over which the Association has an easement for such purposes; (g) maintain and operate any street lights within or adjacent to the streets and roads within Sunset Cove including, but not limited to, all charges of any utility company providing electric service for the street lights and costs for repair or replacement of damaged street lights to the extent the costs and charges are not paid for by governmental agencies or the utility company

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providing the service; and (h) maintain and replace any gate-houses constructed within the Property, including the associated operating and staffing expenses.

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

7. Compliance with Laws. The Association shall take whatever action it determines necessary or appropriate to maintain the Association Property and the improvements on it in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of the compliance action taken by the Association shall be an Operating Expense.

8. Indemnification. The Association covenants and agrees that it will indemnify and hold harmless Declarant (including Declarant's directors, officers, employees, and agents) from and against any and all actual or threatened claims, suits, actions, causes of action or damages arising from any personal injury, loss of life or damage to property sustained on or about the Association Property and improvements on it, and from and against all costs, expenses, attorney's fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation of it, or the defense of any action or proceedings brought on it, and from and against any orders, judgments or decrees which may be entered on it. The Association shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant under any of the Sunset Cove Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Sunset Cove Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification shall be an Operating Expense.

9. Failure or Refusal of Contributing Unit Owners to Pay Assessments. Funds needed for Operating Expenses due to the failure or refusal of Contributing Unit Owners to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment. Any assessment for sums needed to make up a deficiency due to the failure of Contributing Unit Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment.

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10. Extraordinary Items. Extraordinary items of expense under the Sunset Cove Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

11. Reserves. The funds necessary to establish a reserve fund ("the Reserves") for deferred maintenance of the Association Property and the facilities and improvements on it in amounts determined by the Board from time to time shall be an Operating Expense. The Reserves shall be deposited in a separate account. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to the Reserves or any fund composed of the Reserves.

12. Miscellaneous Expenses. All costs or expense pertaining to or for the benefit of the Association or the Association Property, or any part of it, not specifically enumerated in this Declaration, which are determined by the Board to be appropriate items of Operating Expense by the Board shall be an Operating Expense.

13. Master Association Expenses. Any and all amounts payable by the Association to the Master Association or to any governmental authority shall be included in Operating Expenses.

ARTICLE XI

ADDITIONAL ENFORCEMENT PROVISIONS

The following provisions are in addition to any other provisions for enforcement of the provisions of the Sunset Cove Documents contained in such documents:

1. Non-Monetary Defaults. 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 moneys) of any of the provisions of this Declaration, the Articles, the By-Laws or the 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:

(a) Impose a fine against the Owner or tenant as provided in Paragraph 3 and/or

(b) Commence an action to enforce 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

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(c) Commence an action to recover damages;
and/or

(d) 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.

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 to enforce this Declaration, including reasonable attorneys' fees whether or not incurred in legal proceedings, 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, 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.

3. Fines. The amount of any fine shall be determined by the Board, and shall not exceed fifty dollars (\$50.) for the first offense, seventy-five dollars (\$75.) for a second similar offense, and one hundred dollars (\$100.) for a third or subsequent similar offense. Notwithstanding the foregoing, if any violation of this Declaration or the Rules and Regulations is of a continuing nature, and if the Owner fails to cure any continuing violation within 7 days after written notice of such violation, or if such violation is not capable of being cured within such 7 day period, if the Owner fails to commence action reasonably necessary to cure the violation within such 7 day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, a daily fine may be imposed until the violation is cured in an amount not to exceed 1/4 of one month's Assessment for Operating Expenses. Prior to imposing any fine, the Owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the Owner or tenant of not less than 7 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the Owner or tenant. If the Owner or tenant fails to attend the hearing as set by the Board, the Owner or tenant shall be deemed to have admitted the allegations contained in the notice to the Owner. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a

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hearing is timely requested within ten (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 ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided. In no event shall the Association have the right to impose any fine against Declarant.

4. 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, to the extent otherwise provided by law and 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 Unit, or the Common Areas.

5. Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees. To the extent provided or permitted by law, each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit, 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 Association Property 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 provisions of this Declaration, of the Articles, or the By-Laws, by any resident of any Unit, or any guest or invitee of an Owner or any resident of a Unit, 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.

6. Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or other person present in any Unit or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Unit, if such person shall materially violate any provision of this Declaration, the Articles, or the By-Laws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Association Property, then upon written notice by the Association such person shall be required to immediately leave the 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 Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, 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. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, or the Sunset Cove or Master

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Association Documents, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

8. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, or the other Sunset Cove Documents 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 from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

9. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant (so long as Declarant is an Owner), 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, including attorneys' fees, 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.

ARTICLE XII

GENERAL PROVISIONS

A. Lawful Use of Property

Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the City of Plantation, and any and all other governmental and public authorities and boards or officers of them relating to the Property, any improvements on it or the use of it and no illegal or immoral purpose or use shall be permitted on the Property.

B. Incorporation of Sunset Cove and Master Association Documents

Any and all deeds conveying a Lot or any other portion of the Property shall be conclusively presumed to have incorporated in them all of the terms and conditions of the Sunset Cove and Master Association Documents, including, but not limited to, this Declaration, whether or not the

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incorporation of the terms and conditions of the Sunset Cove and Master Association Documents is specifically set forth by reference in deed, and acceptance by the grantee of the deed shall be deemed to be acceptance by grantee of all of the terms and conditions of the Sunset Cove and Master Association Documents.

C. Restrictions on Leases

No Owner in Sunset Cove shall be permitted to rent or lease any Dwelling Unit more than twice in any calendar year, and any rental or lease agreement shall provide for a term of at least of three (3) months. Violation of this paragraph may be enjoined by an action instituted by the Association in any court having jurisdiction. Leasing by Developer must comply with the requirements of Article III A.8 of this Declaration.

D. Telecommunications

Declarant reserves to itself and its designees, assignees and licensees the right (though no obligation is assumed) to construct and/or install over, across and upon any portion of the Property for the use of the Owners and their permitted or authorized guests, invitees, tenants and family members a central or master telecommunications receiving and distribution system (the "System") the exact description, location and nature of which have not yet been fixed nor determined. For the purpose of authorizing, permitting and allowing Declarant to cause the System to be constructed and installed and thereafter inspected, repaired, maintained, altered, improved and replaced, Declarant shall have and reserves to itself and its successors and assigns a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and the location of which over, across, upon and through the Property shall be determined solely by Declarant, its successors and assigns) together with a perpetual and exclusive right and privilege of: (1) unlimited ingress and egress to the Property for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and radio signals, electronic banking, fire, police and medical protection; and (2) transmitting within Sunset Cove telecommunications via the System (the facilities and equipment of which shall be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Declarant, its successors or assigns, provided they shall be uniformly applicable to the Owners and occupants of Sunset Cove; and (3) assigning, transferring and/or delegating to any person or entity of Declarant's choice, the rights, privileges and easements, and the obligations related to them, of installing, constructing and maintaining the System and of transmitting, over and through the equipment and facilities of the System, all

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or any part of the telecommunications signals transmitted or received by or through the System.

Each Owner and all Owners of any property in Sunset Cove, by acceptance of a deed for the property, whether or not it shall be expressed in any deed or other conveyance, consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Declarant, its successors and assigns pursuant to the provisions of this Paragraph D., and all of rights, privileges, easements and rights-of-way shall be reserved to Declarant and excepted from any conveyance or dedication by Declarant of any portion of the Property.

Notwithstanding anything to the contrary contained in this Paragraph D., Declarant shall not have any right to cause any buildings or other permanent facilities constructed within Sunset Cove in accordance with this Declaration and any other Sunset Cove Documents to be altered or detrimentally affected by any construction or installation of the System or any of the facilities, equipment or parts of it. Nor shall Declarant have the right to construct or install the System or any parts of it under any then existing structures or buildings built in accordance with the Sunset Cove Documents. The Declarant, its successors or assigns shall not be precluded from making minor alterations to then existing improvements other than buildings (such as, but not limited to, alteration or temporary removal of a fence or a portion of it) provided that it is repaired or restored, as the case may be, by Declarant or its successors or assigns at their expense within a reasonable time thereafter. Further, the system must be operated by a franchisee of the City of Plantation. Any antenna or signal receiving dish installed on the Property must be approved by the City Council of the City of Plantation and must comply with all ordinances of the City of Plantation regarding such antenna or dishes, including zoning.

E. Notices

Any notice or other communication required or permitted to be given or delivered under this Declaration shall be deemed properly given and delivered upon personal delivery or the mailing of it by United States mail, postage prepaid, to: (1) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of the mailing and in the absence of any specific address at the address of any Dwelling Unit or Lot owned by the Owner; and (2) the Association, at 2255 Glades Road, Suite 200E, Boca Raton, Florida, or such other address as the Association shall designate in writing to the Developer and the Owners; and (3) the Declarant at 2255 Glades Road, Suite 200E, Boca Raton, Florida, or such other address as the Declarant shall designate in writing to the Association, any such notice to the Association of a change in Declarant's address shall be deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to the Owner the then current address for Declarant as reflected by the Association records.

Upon the Association's receipt of a written request from the holder of a first mortgage upon any Lot, or from an insurer or guarantor of the mortgage, which identifies the name and address of the mortgage holder, insurer, or guarantor, the Association shall provide the mortgage holder,

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insurer of guarantor, as the case may be, timely written notice of the following:

1. Any condemnation loss or any casualty loss which affects a material portion of Sunset Cove or any Dwelling Unit on which there is a first mortgage held, insured, or guaranteed by the mortgage holder, insurer or guarantor;

2. Any delinquency, which remains uncured for a period of 60 days, in the payment of assessments or charges owed by an Owner of a Dwelling Unit subject to a first mortgage held, insured or guaranteed by the mortgage holder, insurer or guarantor;

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

4. Any proposed action which would require the consent of a specified percentage of mortgage holders.

F. Conflict With Articles or By-Laws

In the event of any conflict between the Articles, the By-Laws and this Declaration, the Declaration, the Articles, and the By-Laws, in that order, shall control.

G. Captions, Headings and Titles

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall the captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions under them nor the terms and provisions of this Declaration.

H. Context

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

I. Attorneys' Fees

Any provision in this Declaration for the collection or recovery of attorney's fees shall be deemed to include attorney's fees for the attorneys' services at all trial and appellate levels and whether or not suit is instituted.

J. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, the judicial determination shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect. Any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope of it shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope

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or term of them by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision, which shall remain in full force and effect for the period of time and to the extent permitted by law.

K. Subordination

The Declarant and the Association agree that their respective interests under this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing mortgages, as of the date of this Declaration, encumbering any portion of the Property and any additional, replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements upon any portion of the Property. While the provisions of this Paragraph are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence this subordination of its interests to any of the mortgages and shall do so promptly upon the request of Developer.

L. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date as defined in the Articles, all amendments or modifications shall be made by the Declarant without the requirement of the Association's consent or the consent of the Owners, provided, however, that the Association shall, promptly upon request of Declarant, join in any amendments or modifications and execute such instruments to evidence the joinder and consent as Declarant shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended (a) by the consent of the Owners of two-thirds (2/3) of all Contributing Units together with (b) the approval or ratification of a majority of the Board. The consent of the Owners may be evidenced (i) by a writing signed by the required number of Owners or (ii) by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's error or other nonmaterial changes may be made by the Declarant alone until the Turnover Date and by the Board thereafter and without consent of the Owners.

4. Notwithstanding anything to the contrary contained in this Declaration,

(a) no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Declarant, the Association or of any Institutional Lender under this Declaration or any other of the Sunset Cove Documents without the specific written approval of the Declarant, Association or Institutional Lender affected by it; and

(b) no amendment to this Declaration shall be effective which would increase the liabilities of a then

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Owner or prejudice the rights of a then Owner or his guests, invitees, leasees and licensees to utilize or enjoy the benefits of the then existing Recreation Areas or other Association Property, unless the Owner or Owners affected consent to the amendment in writing or unless the amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date.

(c) No amendment to this Declaration shall be effective until approved by the City of Plantation or its Legal Department.

5. A true copy of any amendment to this Declaration shall be sent certified mail (the "Mailing") by the Association to the Declarant and to all Institutional Lender which may have requested notice of any amendments. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration, setting forth the amendment or modification, in the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless, the thirty-day period is waived in writing by Declarant and all Institutional Lender.

M. Term of Declaration

All of the foregoing covenants, conditions, reservations and restrictions shall run with the land 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, Members representing one hundred percent (100%) of the votes of the entire membership of the Association 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, until Members representing one hundred percent (100%) of the votes of the entire membership of the Association 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, that any such instrument, in order to be effective, must be approved in writing by Declarant so long as Declarant owns any portion of the Property. Notwithstanding anything contained herein to the contrary, this Declaration may not be terminated unless the instrument of termination is joined in by the South Florida Water Management District and the City of Plantation, or any successor controlling governmental authorities.

N. Inapplicability of Condominium Act

The covenants, restrictions and other provisions of this Declaration and of the Sunset Cove Documents shall not be construed or deemed to create a condominium within Sunset Cove and Chapter 718, Florida Statutes, shall not be applicable to this Declaration or the Sunset Cove Documents.

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O. Termination of Liability of the Developer

Notwithstanding anything to the contrary in this Declaration, upon the sale or other disposition by the Developer of the Property or the balance of Property which it owns, the Developer shall be relieved of any and all obligations and liabilities of the Developer under this Declaration or any of the Sunset Cove Documents.

P. Master Association Documents

It is acknowledged that the Property is also subject to the provisions of the Master Association Documents.

Q. 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.

R. 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 By-Laws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of the County. 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 agrees to assume such liability.

S. 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 Operating Expenses payable by the Owners, 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.

T. Lawsuits Brought by the Association.

The Association shall not commence any legal proceeding on its behalf or on behalf of the Owners, and shall not spend any money or make an assessment for any money whatsoever to investigate, prepare for, or research any legal proceedings, without the consent of at least 75% or all of the Owners obtained at a duly called meeting of the Owners for the purpose of approving such action, except

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for legal proceedings against an Owner, other than Declarant, to enforce the Owner's obligations, monetary or otherwise, under this Declaration, the Articles, the By-Laws or the Rules and Regulations.

U. Modification of Development Plan

Declarant reserves the right at any time and from time to time to modify the development plan for all or any portion of the Property, and in connection therewith to develop Units upon the Property which are substantially different from the Units planned for the Property from time to time, and in the event Declarant changes the type, size, or nature of the Units or other improvements to be constructed upon the Property, Declarant shall have no liability therefor to any Owner. In addition, Declarant makes no representations or warranties as to the manner in which any other property outside of the Property will be developed, and shall have no liability to any Owner as regards the development of any other property in or around the Property.

V. Utility Deposits

It is acknowledged that various utility deposits may be required for utility services for the Common Areas which will be supplied as an Operating Expense, and in the event Declarant pays for such deposits, Declarant shall be entitled to reimbursement, and until Declarant is reimbursed for any deposits paid by it, Declarant shall be entitled to any refunds of any utility deposits from the appropriate authority holding same, and if any deposit is refunded to the Association, same shall be promptly paid to Declarant by the Association upon receipt.

IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions for Sunset Cove has been signed by the Declarant on the day and year first above set forth.

Signed, Sealed and Delivered
In the Presence of:

BEZTAK HOMES, INC.

Charlotte Mason

By:

William J. McDonald

Attorney



STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, SHELDON KERN, CHRISTOPHER J. ... of BEZTAK HOMES, INC., to me known to be the person who signed the foregoing instrument and he acknowledged that the execution of it was his free act and deed for the uses and purposes expressed in it and that the instrument is the act and deed of the corporation.

DN 6260PF-188

WITNESS my hand and official seal in the County and State set forth above this 17th day of FEBRUARY, 1988.

Sybil J. Reisch
Notary Public
My Commission Expires:



BRH6260R00189

CONSENT OF MORTGAGEE

BARNETT BANK OF SOUTH FLORIDA, N.A. ("Mortgagee"), a national banking association, is the holder of a certain Mortgage and Security Agreement ("Mortgage") upon the real property located in Broward County, Florida described on the attached Exhibit "A". The Mortgage is dated September 26, 1988 and recorded September 29, 1988, in Official Records Book 15824, Page 235, of the Public Records of Broward County, Florida. Mortgagee hereby consents to the foregoing Declaration of Protective Covenants and Restrictions for Sunset Cove.

Nothing herein shall constitute a subordination of the Mortgage to any other rights or interests or a modification of any of the terms of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed and delivered this Consent of Mortgagee on the date specified below.

Dated: March 4th, 1989.

WITNESSES:

[Signature]
[Signature]

BARNETT BANK OF SOUTH FLORIDA, N.A.

By: [Signature]
Roger L. Fee,
Vice President

STATE OF FLORIDA

COUNTY OF BROWARD

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Roger L. Fee, Vice President of Barnett Bank of South Florida, N.A., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of March, 1989.

[Signature]
Notary Public



Prepared by/Return to:

Wallace J. McDonald, Esq.
Bond, Schoeneck & King
Crocker Plaza, Suite 1002
5355 Town Center Road
Boca Raton, Florida 33486

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LEGAL DESCRIPTION

A parcel of land in the East ½ of Section 6, Township 50 South, Range 41 East, including a portion of Lot 8 in Block 1 and portions of Lots 1 thru 6 inclusive in Block 4, in said Section 6, according to the Everglades Plantation Company Amended Plat, as recorded in Plat Book 2 at Page 7 of the Public Records of Dade County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of the SE ¼ of said Section 6; thence run North 1°46'26" West (on an assumed bearing) 846.48 feet along the East boundary of said Section 6; thence run South 89°55'06" West 51.02 feet to the Point of Beginning; thence continue South 89°55'06" West 800.35 feet to an intersection with the Easterly right of way line of Nob Hill Road, as described on the instrument filed in Official Records Book 5471 at Page 218 of the Public Records of Broward County, Florida; thence run North 1°46'26" West 470.75 feet along said Easterly right of way line, to a point of curvature of a curve to the left; thence along said Easterly right of way line, on the arc of said curve to the left, having a radius of 1553 feet and a central angle of 23°30'00", run Northwesterly 636.97 feet to a point of tangency; thence run North 25°16'26" West 745.28 feet along said Easterly right of way line, being the tangent extended to a point of curvature of a curve to the right; thence along said Easterly right of way line, on the arc of said curve to the right, having a radius of 1447 feet and a central angle of 5°39'28" run Northwesterly 142.88 feet; thence run North 28°11'14" East 51.86 feet to a point of intersection with the arc of a curve running Easterly to the right, a radial at said point bearing South 14°00'34" East; thence along the arc of said curve to the right, having a radius of 360 feet and a central angle of 12°14'08", run Northeasterly 76.88 feet to a point of tangency; thence run North 88°13'34" East 1174.21 feet along the tangent extended, to an intersection with a line 51 feet West of, as measured at right angles, and parallel with the East boundary of said Section 6; thence run South 1°46'26" East 1983.85 feet along said parallel line, also being the West right of way line of the Old Plantation Water Control District Canal No. 3, as described on the instrument filed in Deed Book 673 at Page 592 of the Public Records of Broward County, Florida, to the Point of Beginning.

Said lands situate in the City of Plantation, Broward County, Florida.

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EXHIBIT A

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SUNSET COVE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 4, 1988, as shown by the records of this office.

The document number of this corporation is N29126.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of November, 1988.



Jim Smith
Secretary of State

CR2E022 (5-87)

EXHIBIT "B"

BK626076-192

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
SUNSET COVE HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not For Profit)

The undersigned, acting as the sole incorporator under the Florida Not For Profit Corporation Act, hereby adopts the following Articles of Incorporation (the "Articles") for Sunset Cove Homeowners' Association, Inc. (the "Association").

PREAMBLE

BEZTAK HOMES, INC., a Michigan corporation ("Declarant") owns certain property in Broward County, Florida (the "Property"), and intends to execute and record a Declaration of Protective Covenants and Restrictions For Sunset Cove (the "Declaration") which will affect the Property. The Association is being formed as the association to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Broward County, Florida (the "County"), with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the By-Laws of the Association.

ARTICLE I

NAME

The name of this corporation shall be SUNSET COVE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

PURPOSES

The purpose for which the Association is organized are to take title to, operate, and maintain the portions of Sunset Cove that are referred to as Association Property in the Declaration, and to carry out the covenants and enforce the provisions of the Declaration and the other Sunset Cove Documents.

ARTICLE III

POWERS

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

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

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B. The Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts which it is authorized or required to perform under the Declaration.

2. To make, establish and enforce rules and regulations governing the use of the Association Property and other portions of Sunset Cove, as provided in the Declaration.

3. 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.

4. To administer, manage and operate Sunset Cove and to maintain, repair, replace and operate the Association Property as provided in, and in accordance with, the Declaration, and other Sunset Cove Documents, and in accordance with other requirements of applicable laws.

5. To enforce by legal means the obligations of the members of this Association, the provisions of the Declaration and the other Sunset Cove Documents.

6. To contract for professional management (the "Manager") which may be an individual, corporation, partnership or other entity and to delegate to the Manager the powers and duties of this Association.

7. To purchase real property located within or without the Property, and personal property.

ARTICLE IV

MEMBERS

4.1 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 of the County of the deed or other instrument establishing the acquisition and designating the Lot affected thereby, the 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.

4.2 The share of each member of the funds and assets of the Association and any membership in this Association,

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cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that membership is established.

4.3 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 By-Laws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

4.4 The By-Laws of the Association shall provide for annual meetings of members, and may make provision for regular and special meetings of members in addition to the annual meetings. A quorum for the transaction of business at any meeting of the members shall exist if thirty percent (30%) of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE V

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI

DIRECTORS

6.1 The property, business and affairs of the Association shall be managed by a Board of Directors ("Board") which shall consist of as many persons as the Board or members shall from time to time determine provided that the Board shall consist of not less than three (3) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings.

6.2 All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

6.3 The Declarant shall have the right to appoint all of the directors until Declarant has conveyed 75% of the Lots within the Property, or until 5 years after the Declaration is recorded in the public records of the County, whichever occurs first (the "Turnover Date"), 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 By-Laws.

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6.4 Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws or applicable law. 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.

6.5 The names and addresses of the first Board of the Corporation who shall hold office until the first annual meeting of members and until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Janet Meeks	2255 Glades Road Suite 200E Boca Raton, FL 33431
Christopher Brown	2255 Glades Road Suite 200E Boca Raton, FL 33431
Eric Deckinger	2255 Glades Road Suite 200E Boca Raton, FL 33431

6.6 All directors shall be members of the Association except that this requirement shall not apply to the first Board nor to directors appointed or designated by the Declarant.

6.7 Persons elected to the Board shall hold office until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

ARTICLE VII

OFFICERS

7.1 The Corporation shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers and assistant officers and agents as the Board may from time to time deem desirable.

7.2 The officers of the Corporation, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers for filling vacancies, and for the duties of the officers. The President and all other officers may or may not be directors of the Corporation. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board may elect or appoint an individual to fill the vacancy. The same person may hold two offices provided, however, that the offices of President and Vice-President

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shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

ARTICLE VIII

BY-LAWS

The Board shall adopt By-Laws consistent with these Articles and the Declaration. The By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE IX

AMENDMENTS

Prior to the Turnover Date, Declarant may amend these Articles without the vote or consent of the members or any third party. After the Turnover Date, amendments of these Articles shall require the affirmative vote of a majority of the Board and the affirmative vote of the members of the Association who have the right to vote two-thirds (2/3) of all the votes of the entire membership; provided, however, that (a) no amendment shall make any change in the qualifications for membership nor the voting rights of the members without the written approval or affirmative vote of all members of the Association, (b) these Articles shall not be amended in any manner without the prior written consent of the Declarant to such amendment for so long as the Declarant is the Owner of any portion of the Property, and (c) these Articles shall not be amended in any manner which conflicts with the terms, covenants and provisions contained in the Declaration.

ARTICLE X

INDEMNIFICATION

10.1 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 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), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, 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 malfeasance in the performance of his duties 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

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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.

10.2 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.

10.3 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 director, 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.

10.4 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 By-Law, 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 and personal representatives.

10.5 The Association shall have the power to purchase and maintain (on an Operating Expense basis) 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 entity, 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 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 practicable 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

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title of any Member vested in him under recorded Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XIII
INCORPORATOR

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

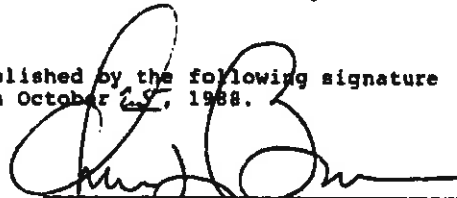
<u>Name</u>	<u>Address</u>
Christopher Brown	2255 Glades Road, Suite 200E Boca Raton, Florida 33431

ARTICLE XIV

INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be 2255 Glades Road, Suite 200E, Boca Raton, Florida 33431 or at such other place, within the State of Florida as may be subsequently designated by the Board. The initial registered office is at this address and the initial registered agent is Christopher Brown.

The foregoing is established by the following signature of the incorporator made on October 25, 1988.


Christopher Brown, Incorporator

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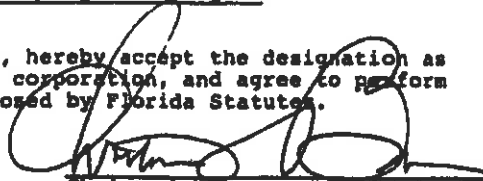
STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25 day of October, 1988 by Christopher Brown.


Notary Public
My Commission Expires: 9/7/92

Acceptance of Registered Agent

I, Christopher Brown, hereby accept the designation as registered agent for this corporation, and agree to perform such duties as may be imposed by Florida Statutes.


Christopher Brown

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing Acceptance of Registered Agent was acknowl-
edged before me this 25 day of October, 1988.

Alan D. Roberts
Notary Public
My Commission Expires: 9/2/92

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BY-LAWS

OF

SUNSET COVE HOMEOWNERS' ASSOCIATION, INC.
A Florida Corporation Not For Profit

These are the By-laws of SUNSET COVE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit formed for the purposes stated in its Articles of Incorporation (the "Articles") and in the Declaration of Protective Covenants and Restrictions For Sunset Cove (the "Declaration").

1. GENERAL PROVISIONS

1.1 Definitions. Unless the context otherwise requires, all terms used in these By-Laws shall have the same meaning as are attributed to them in the Articles and the Declaration.

1.2 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

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

1.4 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 be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.5 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 prior written request and for a reasonable purpose, during normal business hours or under other reasonable circumstances. Such records of the Association shall include current copies of the Declaration, Articles and By-Laws, and any amendments thereto, any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall make available to prospective purchasers of Lots current copies of the Declaration, Articles, and By-Laws, and the most recent annual financial statement of the Association.

2. MEMBERSHIP.

2.1 Qualification. Pursuant to the Articles, all of the record owners of Lots shall be members of the Association. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association, but his membership shall terminate upon the recording of the Declaration, unless he owns any Lot(s).

2.2 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

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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 establishes 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 or notice, voting, Assessments, or for any other purpose.

2.3 Member Register. The secretary of the Association shall maintain a Register showing the 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.

3. MEMBERSHIP VOTING.

3.1 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 other than an individual, the vote for such Lot shall be cast as provided in paragraph 3.3, 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 Lot.

3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these By-Laws. Unless otherwise provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for thirty percent (30%) of the Lots shall constitute a quorum.

3.3 Determination as to Voting Rights.

3.3.1 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.

3.3.2 In the event any Lot is owned by more than one person or by an entity, 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 as to how the vote for the Lot shall be cast, or in the event 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 a 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, and the directors and officers of a corporation owning a Lot shall be deemed co-owners of the Lot.

3.3.3 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

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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 and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member 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.

4. MEMBERSHIP MEETINGS.

4.1 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 of these By-Laws. Institutional Lenders have the right to attend all members meetings.

4.2 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.

4.3 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 by first-class mail or personal delivery to each member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage pre-paid. 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 same exists ten 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 or by an entity, 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 3.3.2 of these By-Laws. Notice to any member or co-owner shall be sent to the address of the Lot of such member or co-owner, unless the Lot Owner(s) of the Lot otherwise request.

4.4 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Articles or these By-Laws, or as otherwise provided by

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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.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once in each twelve month period at a time and place to be determined by the Board and as is contained in the notice of such meeting.

4.6 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 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 the same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7 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 a 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 the meeting.

4.8 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.

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

- 4.9.1 Determination of chairman of meeting;
- 4.9.2 Calling of the roll and certifying of proxies;
- 4.9.3 Proof of notice of meeting or waiver of notice;

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4.9.4 Reading and disposal of any unapproved minutes;

4.9.5 Reports of directors, officers or committees;

4.9.6 Appointment of inspectors of election;

4.9.7 Determination of number of directors;

4.9.8 Election of directors;

4.9.9 Unfinished business;

4.9.10 New business; and

4.9.11 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 upon prior written notice and for a reasonable purpose. 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 of the authorization shall be given to those members who have not consented in writing. If a Lot is owned by more than one person or by corporation, the consent for each Lot need only be signed by one person who would be entitled to cast the vote for the Lot as co-owner pursuant to Paragraph J.3.2 of these By-Laws.

5. DIRECTORS

5.5.1 The affairs of the Association shall be managed by a Board of not less than three (3) directors. So long as the Declarant is entitled to appoint any director pursuant to the Articles, the number of directors will be determined, and may be changed from time to time, by the Declarant by written notice to the Board. After the Declarant is no longer entitled to appoint any director, the number of directors may be changed (i) by the then existing Board, or (ii) by the members at the meeting prior to the election of directors. In any event there shall always be an odd number of directors.

5.2 Election of Directors by Members. Election of directors to be elected by the members of the Association shall be conducted in the following manner.

5.2.1 Within ninety (90) days after the members other than the Declarant are entitled to elect any directors, as provided in the Articles or within ninety (90) 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

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forty-five (45) days notice of, 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.

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

5.2.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing Board may appoint a nominating 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.

5.2.4 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.

5.3 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.

5.4 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business within ten (10) days of their election 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 organizational meeting shall be necessary.

5.5 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.

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

5.7 Notice of Meetings. Notice of each meeting of the Board shall be given by 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 such meeting is to be held, (except for emergency special meetings which may be held on lesser notice so long as a quorum is present) or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at

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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 th meeting Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or th 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.

5.8 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these By-Laws 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 in person or by telephone conference call, 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 statute, the Declaration, the Articles, or by these By-Laws. A director may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

5.9 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, to 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.

5.10 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.

5.11 Order of business. The order of business at a board meeting shall be:

- 5.11.1 Calling of roll;
- 5.11.2 Proof of due notice of meeting;
- 5.11.3 Reading and disposal of any unapproved minutes;
- 5.11.4 Reports of officers and committees;
- 5.11.5 Unfinished business;
- 5.11.6 New business; and
- 5.11.7 Adjournment.

5.12 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for

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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.

5.13. 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.

5.14 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.

5.15 Removal of Directors. 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 any 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 the case of any other vacancy on the Board.

5.16 Vacancies.

5.16.1 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 Declarant 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.

5.16.2 In the event the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with these By-Laws, any Owner may apply to the Circuit Court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, 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 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

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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.

5.17 Directors Appointed by the Declarant. Notwithstanding anything contained herein to the contrary, the 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. 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 designation of his successor by the Declarant shall become effective immediately upon delivery of such written instrument by the Declarant or at such later time as Declarant may specify in such written instrument.

5.18 Compensation. The directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided, however, the Association may reimburse any Director for expenses incurred on behalf of the Association without approval of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these By-laws, the Articles, the Declaration, or as otherwise provided by statute or law.

b. OFFICERS.

6.1 Members and Qualifications. The officers of the Association shall include a president, a vice 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 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 by these By-Laws.

6.2 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 not 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.

6.3 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

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office which shall be vacant in the manner prescribed in these By-Laws for the regular election or appointment of such office.

6.4 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 the 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.

6.5 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.6 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 the secretary of an association, and as may be required by the directors or the president.

6.7 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.

6.8 Compensation. The officers shall not be entitled to compensation unless the members specifically vote to compensate them. However, neither this provision, nor the provision that 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 position of services.

7. FINANCES AND ASSESSMENTS.

7.1 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

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the Assessments come due, the amounts paid upon the account of the Owner, and the balance due.

7.2 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. Fidelity bonds as required by the Declaration shall be required of all signatories.

7.3 Depositing of Payments. All sums collected by the Association from the Assessments may be deposited in a single fund or divided into more than one fund, as determined by the Board.

7.4 Accounting Records and Reports. The Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by Owners and Institutional Lenders or their authorized representatives, at reasonable times. The records shall include, but not be 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 days after same is completed.

7.5 Reserves. The budget of the Association shall provide for a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Association Property and those other portions of the Property which the Association is obligated to maintain. Provisions for reserves may be deleted by the affirmative vote of members holding no less than two thirds (2/3) of the total votes of the membership.

8. Parliamentary Rules.

8.1 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 By-Laws.

9. Amendments.

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

9.1 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.

9.2 Initiation. A resolution to amend these By-Laws may be proposed either by any director, or by the vote of members holding at least ten percent (10%) of the votes of the Association.

9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted by a majority vote of all of the directors and not less than two thirds (2/3) vote of the entire membership of the Association. Any amendment

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approved by the members may provide that the Board may not further amend, modify or repeal such amendment.

9.3.2 Notwithstanding anything contained herein to the contrary, so long as the Declarant is entitled to appoint a majority of the directors, the Declarant shall have the right to unilaterally amend these By-Laws without the joinder or approval of the Board or any member, and so long as the Declarant owns any portion of the Property, no amendment to these By-Laws shall be effective without the written approval of the Declarant.

9.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots, 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.

9.5 No amendment to these By-Laws shall be made which discriminates against any Owner(s), or affects less than all of the Owners without the written approval of all of the Owners so discriminated against or affected.

9.6 Execution and Recording. No modification of, or amendment to the By-Laws shall be valid until recorded in the public records of the County.

10. MISCELLANEOUS.

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

10.2 Partial Invalidity. 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.

10.3 Conflicts. In the event of any conflict, the Declaration, the Articles, and these By-Laws shall govern, in that order.

10.4 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 By-Laws or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the board or any officers of the Association to comply with the terms and provisions of the Declaration, the Articles or these By-Laws 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.

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