

REGENCY LAKES COMMUNITY

DOCUMENT BOOK

LENNAR HOMES, INC.
8190 State Road 84
Davie, Florida 33324

WILL CALL
Tri County Courier
For Universal Title

INSTR # 100361174
OR BK 30619 PG 1977
RECORDED 06/26/2000 03:53 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2030

PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

RETURN TO:
UNIVERSAL TITLE INSURORS, INC.
8151 PETERS ROAD, SUITE 1100
PLANTATION, FL 33324

**AMENDED AND RESTATED DECLARATION AND
GENERAL PROTECTIVE COVENANTS FOR
REGENCY LAKES COMMUNITY**

TABLE OF CONTENTS

1.	<u>Recitals</u>	2
2.	<u>Original Homeowners Documents</u>	2
3.	<u>Definitions</u>	2
4.	<u>Plans for Development; Declarant's Right to Add or Exclude Land</u>	5
4.1.	<u>General Plan For Development</u>	5
4.2.	<u>Regency Lakes Community</u>	5
4.3.	<u>Additional Land And Property Which May Or May Not Be Committed</u>	5
4.3.1.	<u>Dedications Adding Land</u>	5
4.3.2.	<u>Modifications</u>	5
4.3.3.	<u>Effect</u>	5
4.3.4.	<u>Exclusion</u>	5
4.4.	<u>Common Areas</u>	5
4.4.1.	<u>Grants of Land Into Common Areas</u>	5
4.4.2.	<u>Exclusivity; Acceptance by Corporation</u>	5
4.4.3.	<u>Fees</u>	6
4.4.4.	<u>Other Easements</u>	6
4.4.5.	<u>Conservation Areas</u>	6
4.4.6.	<u>Conservation Easements</u>	6
4.4.7.	<u>Use Easement for the Common Areas</u>	6
4.4.8.	<u>Declarant's Right to Grant Additional Easements</u>	6
4.5.	<u>Common Areas</u>	6
4.6.	<u>Land Use Restrictions</u>	6
4.7.	<u>Dedication of Additional Lands</u>	6
4.8.	<u>Enforcement</u>	7
4.8.1.	<u>By Declarant</u>	7
4.8.2.	<u>By Persons Other Than Declarant</u>	7
4.8.3.	<u>Remedies</u>	7
4.8.4.	<u>Costs</u>	7
4.9.	<u>Declarant's Inaction</u>	7
4.10.	<u>Assignment</u>	7
5.	<u>Architectural Control</u>	7
5.1.	<u>Membership</u>	7
5.2.	<u>Intent</u>	7
5.3.	<u>General Development Plan</u>	7
5.4.	<u>Design Standards</u>	8
5.5.	<u>Architectural Control Committee</u>	8
5.6.	<u>Quorum</u>	8
5.7.	<u>Prior Approval Required</u>	8
5.8.	<u>Procedure</u>	8
5.8.1.	<u>Application</u>	8
5.8.2.	<u>Review of Application</u>	8
5.8.3.	<u>Rehearing</u>	8
5.8.4.	<u>Appeal to Board</u>	8

Regency Lakes
Amended and Restated Declaration
June 19, 2000

- 5.9. Alterations 9
- 5.10. Variances 9
- 5.11. Permits 9
- 5.12. Construction by Owners 9
 - 5.12.1. Permits; Construction Rules 9
 - 5.12.2. Identification of Contractors 9
 - 5.12.3. Compliance 9
 - 5.12.4. Standards for Construction 9
 - 5.12.5. Completion of Construction - Remedy 9
 - 5.12.6. Inspection 9
 - 5.12.7. Violation 10
 - 5.12.8. Court Costs 10
 - 5.12.9. Certificate of Non-Compliance 10
 - 5.12.10. Certificate of Compliance 10
 - 5.12.11. Exemption 10
- 5.13. Casualty to Improvements 10
 - 5.13.1. Requirement to Reconstruct 10
 - 5.13.2. Standard of Work 10
 - 5.13.3. Requirement to Maintain Insurance 10
 - 5.13.4. Additional Rights of Corporation 11
 - 5.13.5. Exculpation 11
- 6. Specific Design and Construction Provisions 11
 - 6.1. Electronic Monitoring Systems 11
 - 6.2. Colors 11
 - 6.3. Factory Built Structures 11
 - 6.4. Landscaping 11
 - 6.5. Driveways And Parking Areas 11
 - 6.6. Underground Utility Lines 11
 - 6.7. Satellite Dishes and Antennae 11
 - 6.8. Temporary Structures 11
 - 6.9. Accessory Structures 11
 - 6.10. Outdoor Equipment And Storage Areas 12
 - 6.11. Air Conditioners 12
 - 6.12. Solar Collectors 12
 - 6.13. Signs 12
 - 6.13.1. Approval Requirements 12
 - 6.13.2. Surface Water Management Permit Signage 12
 - 6.14. Walls, Fences And Shutters 12
 - 6.15. Lighting 12
- 7. Use Restrictions 12
 - 7.1. Clothes Drying Areas 12
 - 7.2. Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers And Trailers 12
 - 7.2.1. Commercial Trucks Prohibited 12
 - 7.2.2. Non-commercial Trucks Permitted 12
 - 7.2.3. Boats; Mobile Homes; Disabled Vehicles 12
 - 7.2.4. No Occupancy of Boats or Vehicles 12
 - 7.2.5. Caveat 12
 - 7.3. Pets And Animals 12
 - 7.3.1. Household Pets 13
 - 7.3.2. Prohibited Animals 13
 - 7.3.3. Pets to be Restrained 13
 - 7.3.4. Pets Prohibited from Certain Areas 13
 - 7.4. Maintenance 13
 - 7.4.1. Common Areas and Plots 13
 - 7.4.2. Maintenance of Conservation Easement 13
 - 7.5. Water Management Areas 13
 - 7.5.1. No Structures 13
 - 7.5.2. Ingress and Egress 13
 - 7.5.3. No Fill or Diversion of Waters 13
 - 7.6. Wells And Lakes 13
 - 7.7. No Implied Waiver 13
 - 7.8. Rights Reserved By Declarant 14
 - 7.9. Declarant's Exculpation And Approvals 14
 - 7.10. Subdivision And Regulation Of Land 14
 - 7.10.1. Subdivision by Persons Other than Declarant 14
 - 7.10.2. Condominiums 14
 - 7.10.3. No Variation from Development Plan by Persons Other than Declarant 14

7.11.	<u>Owner And Member Compliance</u>	14
7.11.1.	<u>Applicability of Declaration</u>	14
7.11.2.	<u>Knowledge</u>	14
8.	<u>Property Rights; Common Areas and Water Bodies</u>	14
8.1.	<u>Members Rights And Easements</u>	14
8.1.1.	<u>Fees</u>	14
8.1.2.	<u>Suspension of Use Rights</u>	14
8.1.3.	<u>Transfer to Public Authority</u>	14
8.1.4.	<u>Borrowing</u>	14
8.1.5.	<u>Protection</u>	15
8.2.	<u>Delegation Of Member's Rights to Use of Common Areas</u>	15
8.2.1.	<u>Limited Delegation</u>	15
8.2.2.	<u>Member Responsible for Delegated Actions</u>	15
8.3.	<u>Conveyance And Use</u>	15
8.3.1.	<u>Common Areas Not Public</u>	15
8.3.2.	<u>Acceptance Required; Condition</u>	15
8.3.3.	<u>Costs</u>	15
8.4.	<u>Corporation's Rights And Powers</u>	15
8.4.1.	<u>Rules and Regulations</u>	15
8.4.2.	<u>Limited Waiver</u>	15
8.4.3.	<u>Prohibited Actions</u>	15
8.5.	<u>Declarant's Rights And Powers</u>	15
8.5.1.	<u>Design of Common Areas</u>	15
8.5.2.	<u>Permissibility</u>	15
8.6.	<u>Maintenance Of Common Areas</u>	16
8.7.	<u>Maintenance Of Lakes, Canals, Secondary Drainage And Road Median Landscaping</u>	16
8.7.1.	<u>Herbicides</u>	16
8.7.2.	<u>Secondary Drainage Facilities</u>	16
8.7.3.	<u>Median Landscaping</u>	16
8.7.4.	<u>Conservation Easement</u>	16
9.	<u>Membership and Voting Rights</u>	16
9.1.	<u>Members</u>	16
9.2.	<u>Voting Rights</u>	16
9.2.1.	<u>Prior to the Turnover Date</u>	16
9.2.2.	<u>After the Turnover Date</u>	16
10.	<u>Assessments</u>	16
10.1.	<u>Types of Assessments</u>	16
10.1.1.	<u>Monthly Assessments</u>	17
10.1.2.	<u>Special Assessments</u>	17
10.1.3.	<u>Use Fees</u>	17
10.1.4.	<u>Reserves</u>	17
10.1.5.	<u>Individual Assessments</u>	17
10.2.	<u>Designation</u>	17
10.3.	<u>Neighborhood Associations</u>	17
11.	<u>Operating Expenses</u>	17
11.1.	<u>Allocation of Operating Expenses</u>	17
11.2.	<u>Budgets</u>	17
11.3.	<u>Commencement of First Assessment</u>	18
11.4.	<u>Declarant's Option to Fund Shortfall</u>	18
11.5.	<u>Establishment of Assessments</u>	18
11.5.1.	<u>Monthly Assessments</u>	18
11.5.2.	<u>Special and Individual Assessments</u>	18
11.5.3.	<u>Use Fees</u>	18
11.6.	<u>Working Capital Fund</u>	18
11.7.	<u>Assessment Estoppel Certificates</u>	18
11.9.	<u>Creation of the Lien and Personal Obligation</u>	18
11.10.	<u>Subordination of the Lien to Mortgages</u>	19
11.11.	<u>Acceleration</u>	19
11.12.	<u>Non-Payment of Assessments</u>	19
11.13.	<u>Exemption</u>	19
11.14.	<u>Collection by Declarant</u>	19
11.15.	<u>Rights to Pay Assessments and Receive Reimbursement</u>	19
11.16.	<u>Institutional Mortgagee Rights</u>	19
12.	<u>Operating Expenses; Required Assessment Classifications</u>	19
12.1.	<u>Taxes</u>	19

12.2.	<u>Utility Charges</u>	19
12.3.	<u>Insurance</u>	20
12.3.1.	<u>Flood Insurance</u>	20
12.3.2.	<u>Property Insurance</u>	20
12.3.2.1.	<u>Fire, Hazard and Windstorm</u>	20
12.3.2.2.	<u>Directors and Officers Liability Insurance</u>	20
12.3.2.3.	<u>Fidelity Bonds</u>	20
12.3.2.4.	<u>Other Risks</u>	20
12.3.3.	<u>Public Liability</u>	20
12.3.4.	<u>Other Coverage</u>	20
12.3.5.	<u>Corporation as Agent</u>	21
12.4.	<u>Reconstruction Of Structures Or Improvements</u>	21
12.5.	<u>Maintenance, Repair And Replacement</u>	21
12.6.	<u>Lighting</u>	21
12.7.	<u>Electronic Monitoring System And Security Personnel</u>	21
12.8.	<u>Administrative and Operational Expenses</u>	21
12.9.	<u>Compliance with Laws</u>	21
12.10.	<u>Indemnification</u>	21
12.11.	<u>Failure Or Refusal Of Contributing Owners Or Neighborhood Associations To Pay Assessments</u>	21
12.12.	<u>Miscellaneous Expenses</u>	21
13.	<u>Neighborhoods</u>	21
13.1.	<u>Dedication of Common Areas to Neighborhood Common Areas</u>	21
13.2.	<u>Neighborhood Covenants</u>	22
13.2.1.	<u>Amendment Concerning Neighborhoods</u>	22
13.2.2.	<u>Supplements Concerning Neighborhoods</u>	22
13.2.3.	<u>Approval of Neighborhood Covenants</u>	22
13.3.	<u>Special Assessments</u>	22
13.4.	<u>Enforcement of Neighborhood Covenants</u>	22
13.5.	<u>Entry Rights</u>	22
13.6.	<u>Operation of Neighborhood Common Areas</u>	22
13.6.1.	<u>Neighborhood Expenses</u>	22
13.6.2.	<u>Contract to Perform Neighborhood Obligations</u>	22
14.	<u>Easements and Public Facilities</u>	22
14.1.	<u>Utility Easements</u>	22
14.1.1.	<u>Easements and Rights of Way</u>	22
14.1.2.	<u>Future Easements</u>	22
14.1.3.	<u>Easements And Cross-Easements On Common Areas</u>	22
14.2.	<u>Public Facilities</u>	23
15.	<u>General Provisions</u>	23
15.1.	<u>Declaration and General Protective Covenants Run With Land</u>	23
15.2.	<u>Non-Liability of Declarant</u>	23
15.3.	<u>Amendment of Declaration</u>	23
15.3.1.	<u>Amendment by Declarant</u>	23
15.3.2.	<u>General Amendment Procedure</u>	23
15.3.2.1.	<u>Prior to Turnover Date</u>	23
15.3.2.2.	<u>After Turnover Date</u>	23
15.3.2.3.	<u>Scrivener's Errors</u>	23
15.3.2.4.	<u>Rights May Not Be Impaired</u>	24
15.3.2.5.	<u>Copies To Be Provided to Declarant</u>	24
15.3.2.6.	<u>Supplements Are Not Amendments</u>	24
15.3.2.7.	<u>Neighborhood Covenants Are Not Amendments</u>	24
15.4.	<u>Other Documents</u>	24
15.5.	<u>Severability</u>	24
15.6.	<u>Dissolution</u>	24
15.7.	<u>Gender</u>	24
15.8.	<u>Notices</u>	24
15.8.1.	<u>To Declarant</u>	24
15.8.2.	<u>To Corporation</u>	24
15.8.3.	<u>To Owners</u>	24
15.9.	<u>Construction</u>	24
16.	<u>Lake Maintenance</u>	24
17.	<u>Dispute Resolution</u>	25
17.1.	<u>Resolution of Disputes</u>	25
17.2.	<u>Venue</u>	25

17.3. Reliance 25

18. Miscellaneous 25

18.1. Owners Liability 25

18.2. Refund of Taxes and Other Charges 25

18.3. Non-Monetary Defaults 26

18.3.1. Enforcement of Performance 26

18.3.2. Action for Damages 26

18.3.3. Cure 26

18.4. Costs of Enforcement 26

18.5. No Waiver 26

18.6. Rights Cumulative 26

18.7. Enforcement By or Against Other Persons 26

18.8. Fines 26

18.9. Non-Liability 26

18.10. Title Documents 27

18.11. Amendment of Title Documents 28

18.11.1. Joinder 28

18.11.2. Comment 28

18.12. BSO Tower 29

Exhibit A - Legal Description of Regency Lakes Community
as of the Date of Recording of Amended and Restated Declaration 31

Exhibit B - Legal Description of Common Areas
as of the Date of Recording of Amended and Restated Declaration 32

Exhibit C - Articles of Incorporation of Corporation, as amended
as of the Date of Recording of Amended and Restated Declaration 33

Exhibit D - By-Laws of the Corporation, as amended
as of the Date of Recording of Amended and Restated Declaration 34

Exhibit C - Articles of Incorporation and amendments thereto
of the Date of Recording of Amended and Restated Declaration

Exhibit D - By-Laws of the Corporation and amendments thereto
of the Date of Recording of Amended and Restated Declaration

**AMENDED AND RESTATED DECLARATION AND
GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY**

THIS AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY (this "Declaration") is made this 20th day of June, 2000 by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by Regency Lakes Community Association, Inc. ("Association").

R E C I T A L S

- A. Regency Lakes, a Florida joint venture consisting of Regency Development II, Inc., a Florida corporation, and Oriole Joint Venture Limited, a Florida limited partnership ("Regency Lakes J.V.") was the original Declarant of the community located in Coconut Creek, Broward County, Florida, known as Regency Lakes Community (hereinafter "Regency Lakes Community").
- B. Lennar is the successor Declarant of Regency Lakes Community.
- C. Regency Lakes, J.V. recorded that certain Declaration and General Protective Covenants for Regency Lakes Community in Official Records Book 23288 at Page 955 of the Public Records of Broward County, Florida ("Original Declaration").
- D. The Original Declaration was amended by the following amendments (collectively, the "Amendments"):
 - i. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23777 at Page 0567, of the Public Records of Broward County, Florida.
 - ii. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23831 at Page 0432 of the Public Records of Broward County, Florida.
 - iii. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23923 at Page 0488 of the Public Records of Broward County, Florida.
 - iv. Certificate of Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24172 at Page 0346 of the Public Records of Broward County, Florida.
 - v. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24182 at Page 0002 of the Public Records of Broward County, Florida.
 - vi. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24667 at Page 0834 of the Public Records of Broward County, Florida.
 - vii. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24667 at Page 0912 of the Public Records of Broward County, Florida.
 - viii. Certificate of Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 25273 at Page 0295 of the Public Records of Broward County, Florida.
 - ix. Certificate of Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 25273 at Page 0298 of the Public Records of Broward County, Florida.
 - x. Tenth Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 26401 at Page 0357 of the Public Records of Broward County, Florida.
 - xi. Eleventh Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 27113 at Page 28 of the Public Records of Broward County, Florida.
 - xii. Twelfth Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 27663 at Page 319 of the Public Records of

Regency Lakes
Amended and Restated Declaration
June 19, 2000

Broward County, Florida.

- xiii. Thirteenth Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 29650 at Page 383 of the Public Records of Broward County, Florida.
- xiv. Fourteenth Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 30251 at Page 188 the Public Records of Broward County, Florida.

The Amendments, together with the Original Declaration shall hereafter be referred to as the "Original Homeowners Documents."

- E. Pursuant to Section 10.6(a) of the Original Declaration, Declarant has the right to amend the Original Declaration without the joinder or consent of any Owner or other person, so long as the amendment does not substantially impair the General Development Plan. This Declaration does not substantially impair the General Development Plan.
- F. Declarant may, in the future, elect to add or not to add additional property to Regency Lakes Community and thereby subject such additional portions of Regency Lakes Community to this Declaration and to amend this Declaration, and, as well, to impose additional protective covenants, conditions and restrictions not set forth in this Declaration on such additional portions of Regency Lakes Community.
- G. Declarant may impose additional protective covenants, conditions and restrictions, in conjunction with this Declaration, as may be necessary and appropriate on each "Neighborhood" (as that term is hereinafter defined); and
- H. Declarant desires to provide for the preservation of property values, amenities and opportunities in that portion of Regency Lakes Community (and such additional lands which may be added to Regency Lakes Community and which may hereafter be subjected to this Declaration) contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject Regency Lakes Community, together with such additional lands as may hereafter be added to Regency Lakes Community in accordance with the provisions hereof, to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of Regency Lakes Community and each "Owner" (as that term is hereinafter defined) thereof; and
- I. Regency Lakes J.V. caused Regency Lakes Community Association, Inc., a Florida corporation not for profit (the "Corporation") to be formed, which Corporation has joined in this Declaration and to which Corporation has been delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of Regency Lakes Community and the collection and disbursement of the "Operating Expenses" (as that term is hereinafter defined), all as more particularly set forth herein.
- J. Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without Regency Lakes Community by deed, easement, or otherwise to the Corporation (which must accept the same), or Declarant may in its sole discretion cause additional parties to do so for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of its "Members" (as that term is hereinafter defined) and their families, tenants and guests;
- K. Lennar, as the Declarant, desires to further amend and restate the Original Declaration as set forth therein.

NOW THEREFORE, Declarant declares that Regency Lakes Community, together with such addition lands, if any, as may hereafter be added to Regency Lakes Community in accordance with this Declaration, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens and all other provisions of this Declaration, all as hereinafter set forth, which shall run with Regency Lakes Community and be binding on all parties having any right, title or interest in Regency Lakes Community or any part thereof, their heirs, successors and assigns.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. Original Homeowners Documents. This Declaration shall replace entirely the Original Homeowners Documents. This Declaration shall relate back to and be deemed effective from the date upon which the Original Declaration was recorded.
3. Definitions.

"ACC" shall mean the Architectural Control Committee established pursuant to Section 5.5 hereof.

"Articles" shall mean the Articles of Incorporation of the Corporation, as amended, filed with the Secretary of State, copies of which are attached hereto as Exhibit C.

Regency Lakes
Amended and Restated Declaration
June 19, 2000

"Board" shall mean and refer to the Board of Governors of the Corporation.

"By-Laws" shall mean the By-Laws of the Corporation, as amended, copies of which are attached hereto as Exhibit D.

"Common Areas" shall mean and refer to all the real and personal property, including any improvements and fixtures thereof, owned, leased, or the use of which has been granted (by easement or otherwise) to the Corporation including, but not limited to, the real property described in Exhibit B attached to this Declaration. The Common Areas include a pool, jacuzzi, tennis court, tot lot, gatehouse, clock tower, fountain, entrance feature, gymnasium or fitness equipment, basketball court and a parking lot. The Common Areas shall include paved roads (which may be used by Declarant for construction purposes without charge or liability) and Conservation Areas.

"Conservation Areas" shall mean all property which is subject to the Conservation Easement and any other property within Regency Lakes Community which is identified by Declarant and/or the Corporation as a Conservation Area. The Conservation Areas are properties restricted in use to preservation, conservation, and enhancement of wetlands and related improvements.

"Conservation Easement" shall mean that certain Conservation Easement dated February 8, 1995 and recorded in Official Records Book 23519 at Page 96 of the Public Records of Broward County, Florida, as amended.

"Contractors" shall mean all contractors, subcontractors, materialmen and suppliers who may supply materials or services within Regency Lakes Community.

"Corporation" shall mean and refer to Regency Lakes Community Association, Inc., a Florida Corporation not for profit, which has its principal place of business in Broward County, Florida, its successors or assigns.

"Declarant" shall mean Lennar Homes, Inc. and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Declaration" shall mean this Amended and Restated Declaration and General Protective Covenants for Regency Lakes Community, together with all future amendments and modifications thereof.

"Design Standards" shall mean those standards for construction of Dwelling Units and other improvements as set forth in Section 5.4.

"Dwelling Unit" shall mean a residential home and appurtenances thereto constructed on a Plot within Regency Lakes Community. A Dwelling Unit shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, single family home, zero lot line home, and each residential apartment within an apartment building. A Dwelling Unit shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion and/or Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Completion and/or Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Dwelling Unit, or the obligation of Owner to pay Assessments with respect to such Dwelling Unit. The term "Dwelling Unit" includes any interest in land, improvements, or other property appurtenant to the Dwelling Unit.

"General Plan of Development" shall have the meaning set forth in Section 4.1.

"Governing Documents" shall mean and refer to this Declaration and the Articles, Bylaws and the Rules and Regulations of the Corporation, all as filed or recorded, if required, and all as may be amended from time to time. The Rules and Regulations are not recorded. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence, this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

"Individual Assessments" shall have the meaning set forth in Section 10.1.5.

"Institutional Mortgagees" shall mean and refer to (i) a lending institution having a first mortgage lien upon a Plot, including any of the following institutions: a federal or state savings and loan, or building and loan association, a national or state bank, or real estate investment trust, or mortgage banking company doing business in the State of Florida, or a life insurance company; or (ii) any "Secondary Mortgage Market Institution", including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, and Veterans Administration, and such other secondary Mortgage Market Institution as the Board shall hereafter approve in writing, which has acquired a first mortgage upon a Plot; or (iii) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon Regency Lakes Community and who have a mortgage lien on all or a portion of Regency Lakes Community securing such loan.

"Lake Slope Maintenance Standards" shall have the meaning set forth in Section 16 hereof.

"Members" shall mean and refer to those Persons who are entitled to Membership in the Corporation, *i.e.*, every Owner and Declarant.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Regency Lakes Community. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Dwelling Units, or any combination thereof.

"Monthly Assessments" shall have the meaning set forth in Section 10.1.1.

"Neighborhood" shall mean and refer to any development of Dwelling Units, or other sub-area development within Regency Lakes Community which is designated as such by Declarant in a written instrument and which is within Regency Lakes Community.

"Neighborhood Association" shall mean and refer to any property owners' association, homeowners' association, condominium association, or other such entity, their successors and assigns, responsible for administering a Neighborhood.

"Neighborhood Common Areas" shall mean and refer to all real property, including any improvements and fixtures thereon, owned, leased, or the use of which has been granted to a Neighborhood or Neighborhood Association for the common use and enjoyment of the Owners in such Neighborhood and which has been consented to in writing by Declarant.

"Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by a recorded instrument applicable to one or more specific Neighborhoods, but not to all Neighborhoods if there shall be more than one Neighborhood.

"Operating Expenses" shall mean all costs and expenses of Corporation and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Corporation; all amounts required to maintain the Surface Water Management System; all amounts payable pursuant to any of the Governing Documents; the costs and expenses incurred by the Corporation in fulfilling its obligations under the Declaration; amounts payable to a service provider for telecommunication services furnished to all Owners; utilities; taxes; insurance; bonds; Monitoring System costs; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Expenses of Corporation. By way of example, and not of limitation, Operating Expenses shall include all of Corporation's legal expenses and costs relating to or arising from the enforcement and/or interpretation of the Declaration. Operating Expenses include the obligation of Corporation to maintain pavers in State Road 7.

"Owner" shall mean and refer to a record Owner of any fee interest in any Plot located within Regency Lakes Community, but excluding and Declarant those having an interest in a Plot merely as security for the performance of an obligation.

"Person" shall mean and include an individual, Corporation, governmental agency, business trust, estate, trust, partnership, association, two or more Persons having a joint or common interest, or any other legal entity.

"Plot" shall mean and refer to any of the following property within Regency Lakes Community or any additional lands later committed hereto by Declarant: a platted lot, including, but not limited to: a single-family lot upon which no more than one Dwelling Unit can be constructed; a platted parcel; a Dwelling Unit; or any quantity of real property, platted or unplatted, including any fixtures and improvements thereon, capable of being described with such definiteness that its location and boundaries may be established, which is determined by the Declarant to be used, developed and conveyed as a unit and which is not part of the Common Areas or Neighborhood Common Areas.

"Public Records" shall mean the Public Records of Broward County, Florida.

"Regency Lakes Community" shall mean and refer to the real property described on Exhibit A attached hereto and any other real property which is designated as part of Regency Lakes Community pursuant to the procedures set forth herein.

"Required Demolition" shall have the meaning set forth in Section 5.13.1.

"Required Repair" shall have the meaning set forth in Section 5.13.1.

"Reserves" shall have the meaning set forth in Section 10.1.4.

"Rules and Regulations" shall mean the Rules and Regulations for Regency Lakes Community as may be promulgated by the Board from time to time.

"Special Assessments" shall have the meaning set forth in Section 10.1.2.

"Structure" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts jointed together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof".

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetland preservation areas, mitigation areas, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes.

"Title Documents" shall have the meaning set forth in Section 18.10 hereof.

"Turnover Date" shall mean that date which is ninety (90) days after Declarant no longer owns fee simple title to at least five (5) acres of Regency Lakes Community, or at any time upon a voluntary election of Declarant, whichever is the earliest of to occur.

"Use Fees" shall have the meaning set forth in Section 10.1.3.

"Working Capital Fund" shall have the meaning set forth in Section 11.6.

4. Plans for Development; Declarant's Right to Add or Exclude Land.

4.1. General Plan For Development. Declarant plans to develop all or a portion of Regency Lakes Community as a multi-phased planned development (the "General Plan of Development"). Regency Lakes Community is planned to have no more than 1099 Dwelling Units; however, Declarant reserves the right to amend the Declaration to increase or decrease such number. Declarant may build condominiums, in its sole discretion, within Regency Lakes Community.

4.2. Regency Lakes Community. REGENCY LAKES COMMUNITY SHALL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS.

4.3. Additional Land And Property Which May Or May Not Be Committed.

4.3.1. Dedications Adding Land. Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, and by its sole act, to add additional property ("Additional Lands") to Regency Lakes Community by recording in the Public Records of Broward County, Florida, an instrument (a "Supplement") subjecting such Additional Lands to this Declaration. SOME OF THE EFFECTS OF ADDING SUCH ADDITIONAL LANDS WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, THE SIZE OF THE COMMON AREAS, THE NUMBER OF MEMBERS, THE NUMBER OF PERSONS USING THE COMMON AREAS, THE NUMBER OF DWELLING UNITS, THE SIZE OF THE CORPORATION'S BUDGET AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE CORPORATION.

4.3.2. Modifications. Declarant may also, in its sole discretion, include in a Supplement certain provisions which: (i) modify any of the provisions of this Declaration insofar as they may apply to such Additional Lands only; or (ii) creates new provisions applicable to such Additional Lands; or (iii) omits the applicability of any of the provisions of this Declaration to such Additional Lands; or (iv) does any, all, or none of the above.

4.3.3. Effect. The execution and recordation of this Declaration shall not be construed to require Declarant to subject any other property, other than Regency Lakes Community, to the covenants, conditions, restrictions, or other provisions of this Declaration or any other recorded instrument.

4.3.4. Exclusion. In the event Declarant determines not to add any Additional Lands to Regency Lakes Community and Declarant desires to make a statement to this effect of record, Declarant may by its act alone, without the necessity of the joinder of the Corporation or any Person, place a statement to that effect in the Public Records, in which event such Additional Lands described therein shall not be affected by any of the provisions of this Declaration whatsoever.

4.4. Common Areas.

4.4.1. Grants of Land Into Common Areas. Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease or grant a license or other use right to the real property within or outside of Regency Lakes Community, to the Corporation for such purpose as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be Common Areas until actually so conveyed, leased or a grant of license or other use right is created by a written instrument. Notwithstanding anything contained herein, the real property described on Exhibit B hereto are Common Areas.

4.4.2. Exclusivity; Acceptance by Corporation. Any such conveyance, lease, or grant of license or use right to the Corporation may be exclusive or non-exclusive so that Persons other than the Corporation may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed, or the use of which has been granted. Corporation shall accept from Declarant any such conveyance, lease,

grant of license, or grant of use right. Except as provided in Section 4.4.4 below, Corporation shall not accept, from any Person or other than Declarant, a conveyance, lease, grant of license or grant of use right, except upon the prior written consent of the Declarant.

4.4.3. Fees. Prior to any conveyance, lease, or grant of license, or other use right by Declarant to Corporation of any property, Declarant shall have the right to charge reasonable fees for the use of such property. Thereafter, the right to use such property is subject to the payment of Operating Expenses and may also be subject to reasonable rents, fees and other charges in favor of the Corporation; in any event, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights shall continue to be paid.

4.4.4. Other Easements. The Corporation may enter into easement agreements or other use or possessory agreements whereby the Corporation may obtain the use or possession of certain real property not owned by Declarant, on an exclusive or non-exclusive basis, and included or not included within Regency Lakes Community, for certain specified purposes and whereby the Corporation agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement, and maintenance of such property (*i.e.*, Conservation Easement Area). The aforesaid expenses shall be an Operating Expense whether or not such real property shall be Common Areas. Prior to the Turnover Date, no such agreement shall be entered into without the prior written consent of Declarant.

4.4.5. Conservation Areas. The Conservation Areas are dedicated as Common Areas. They are the perpetual maintenance obligation of Corporation and cannot be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or the placing of buildings on or above the ground; dumping or placing of soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation (except for exotic or nuisance vegetation removal); excavation; dredging or removal of soil materials; diking; fencing; or other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. Corporation hereby assumes all the obligations of monitoring and preserving the Conservation Areas and the lakes comprising the Common Areas as required by the Conservation Easement and/or applicable law. The Conservation Areas may not be altered from their present condition by Declarant, Corporation, or any Owner, except for the removal and restoration by Corporation of exotic or nuisance vegetation in accordance with a restoration plan included in the Conservation Easement. Exotic vegetation may include malolucca, Brazilian pepper, Australian pine and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow, and grape vine.

4.4.6. Conservation Easements. Certain portions of Regency Lakes Community may be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements.

4.4.7. Use Easement for the Common Areas. The Declarant declares, subject to the provisions of this Declaration, including, but not limited to, the provisions of Section 6.1 hereof, that the Common Areas are subject to a perpetual non-exclusive easement in favor of Declarant, the Corporation, the Neighborhood Association or Neighborhood Associations, the Owners, their family members, guests, invitees, and lessees, to use the Common Areas for all normal purposes, including but not limited to, ingress and egress and for the furnishing of services and facilities for which the same are reasonably intended in accordance with the terms of this Declaration. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, DECLARANT, IN ITS SOLE DISCRETION, MAY TERMINATE SUCH EASEMENTS AS TO A PORTION OF THE COMMON AREAS AND CAUSE SAME TO BECOME NEIGHBORHOOD COMMON AREAS BY THE RECORDATION OF AN INSTRUMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY STATING SUCH FACT AND DESCRIBING SUCH COMMON AREAS BEING MADE INTO NEIGHBORHOOD COMMON AREAS, PROVIDED THAT SUCH ACT SHALL NOT DEPRIVE AN OWNER OF A MEANS OF INGRESS AND EGRESS FROM HIS PLOT TO A PUBLICLY DEDICATED ROAD OR OF A MEANS OF BEING FURNISHED THOSE PUBLIC UTILITIES WHICH WERE, IMMEDIATELY PRIOR THERETO, BEING FURNISHED. Declarant also declares that the Common Areas are also subject to an easement for ingress and egress in favor of governmental and quasi governmental entities for the purposes of police, fire, mail, ambulance, garbage collections, municipal, or other such governmental services.

4.4.8. Declarant's Right to Grant Additional Easements. Declarant reserves the right for itself and its designees to grant additional easements for ingress and egress, governmental services and utilities over, across and under the Common Areas, for the use and benefit of Persons who are not Members of the Corporation and for other portions of Regency Lakes Community.

4.5. Common Areas. The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners, excluding the Declarant.

4.6. Land Use Restrictions. Declarant reserves the absolute right, power and authority to assign and reassign various land uses to Regency Lakes Community by instrument recorded in the Public Records, and to inaugurate and implement variations from, modifications to, or amendments of any governmental zoning, land use restrictions, plans, land development regulations, development order and development permits applicable to Regency Lakes Community. Such modifications or amendments may increase or decrease the number of Plots permitted on all or portions of Regency Lakes Community.

4.7. Dedication of Additional Lands. Declarant shall have the right and the power, but neither the duty nor the obligation, to record instruments subjecting the Additional Lands to protective covenants or provisions other than those provided for in this Declaration. Such provisions may or may not create Neighborhood Associations or entities other than the Corporation. Such other entities may or may not have the same, additional, or different rights, powers

duties or privileges with respect to such Additional Lands; provided however, that any such recorded instrument may subject such Additional Lands to the jurisdiction of the Corporation, and may make the Owners of such Additional Lands Members of the Corporation under such terms and conditions as may be provided therein, which may be the same as or substantially different from the terms and conditions of Membership as provided herein.

4.8. Enforcement.

4.8.1. By Declarant. Declarant reserves unto itself and its designees the right and the power to (i) enforce the covenants, conditions, restrictions, and other provisions of this Declaration; and (ii) delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to a Person, the Corporation, or to a Neighborhood Association, or to an Owner, or to any other designee.

4.8.2. By Persons Other Than Declarant. In the event the Declarant does not enforce the covenants, conditions, restrictions, or other provisions of this Declaration, then the following parties may in the following priority enforce same as hereinafter set forth: (i) the Corporation; (ii) a Neighborhood Association; (iii) the Owners of at least 25 Plots. In the event a party with a lesser priority desires to enforce this Declaration, then that party must first give 30 days written notice to the parties with higher priority, starting first with the Declarant, that the noticing party intends to initiate enforcement upon the expiration of such 30-day period, and if during such period the parties with the higher priority do not initiate enforcement procedures, then the party of the lesser priority may so initiate such enforcement procedures. A party not initiating enforcement procedures shall incur no liability whatsoever for such non-enforcement.

4.8.3. Remedies. Declarant, its designees or other party having the right to enforce this Declaration, if any, pursuant to Section 4.8.2 above, shall have the right and the power to enforce the covenants, conditions, restrictions or other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and to enforce any lien created by this Declaration. Failure by Declarant, or the Corporation, or a Neighborhood Association, or any Owner, or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

4.8.4. Costs. The costs and attorneys fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce this Declaration, if any, pursuant to Section 4.8.2 above, who prevails in any such enforcement action, in any action against a Person to enforce any provision of this Declaration, shall be a personal obligation of such Person which shall be paid by such Person, and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Plot, collectible in the manner provided in Section 11.9.

4.9. Declarant's Inaction. Neither the execution and recordation of this Declaration nor the creation of any Neighborhood Association or other entity, nor the recordation of any other instrument subjecting any land in Regency Lakes Community to protective covenants, conditions or restrictions, or other provisions, shall obligate or require (i) Declarant to grant any right, power, duty or privilege of any nature or kind to the Corporation, or to any other entity; or (ii) Declarant to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction, or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do so.

4.10. Assignment. Declarant reserves the right, and the power, to delegate or assign, either exclusively or non-exclusively, to any Person, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT SHALL BE UNDER NO OBLIGATION TO DELEGATE OR ASSIGN ANY OF ITS RIGHTS, POWERS, DUTIES AND PRIVILEGES CONTAINED IN THIS DECLARATION TO ANY PERSON OR ENTITY. All such assignments shall be by a written instrument executed by Declarant.

5. Architectural Control.

5.1. Membership. There is no requirement that any member of the ACC be an Owner or a Member of the Corporation.

5.2. Intent. It is the intent of the Declarant to create a general plan and scheme of development of Regency Lakes Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Regency Lakes Community by Owners other than Declarant, or their respective nominees. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC also shall review plans of builders of new Dwelling Units for compliance with the Design Standards. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Turnover Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

5.3. General Development Plan. Declarant has established an overall General Development Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify

the General Development Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances.

5.4. Design Standards. Each Owner and its contractors and employees shall observe, and comply with, the Design Standards (the "Design Standards") which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Design Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Design Standards shall not require any Owner to alter the improvements previously constructed. Until the Turnover Date, Declarant shall have the right to approve the Design Standards, which approval may be granted in its sole discretion. The Design Standards may not be amended prior to the Turnover Date without the prior consent of Declarant.

5.5. Architectural Control Committee. The ACC shall be a permanent committee of Corporation and shall administer and perform the architectural and landscape review and control functions relating to Regency Lakes Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Turnover Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Turnover Date, the Board shall have the same rights as Declarant with respect to the ACC.

5.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

5.7. Prior Approval Required. No improvements shall be constructed on a Plot, no exterior of a Dwelling Unit shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Plot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Dwelling Unit) be made until approved in writing by the ACC.

5.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

5.8.1. Application. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC, including but not limited to the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

5.8.2. Review of Application. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

5.8.3. Rehearing. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

5.8.4. Appeal to Board. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after

receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

5.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

5.10. Variances. Corporation or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Design Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Design Standards on any other occasion.

5.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

5.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

5.12.1. Permits; Construction Rules. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Regency Lakes Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Regency Lakes Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Regency Lakes Community and no construction materials shall be stored in Regency Lakes Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis and removed when the dumpster is full. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Dwelling Units in Regency Lakes Community or be placed anywhere outside of the Dwelling Unit upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Design Standards.

5.12.2. Identification of Contractors. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Contractor and all of its employees and subcontractors and their employees shall utilize those roadways and entrances into Regency Lakes Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each Contractor's and subcontractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

5.12.3. Compliance. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Design Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Regency Lakes Community.

5.12.4. Standards for Construction. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Regency Lakes Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Regency Lakes Community and each Owner shall include the same therein.

5.12.5. Completion of Construction - Remedy. When the construction of any Structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous 60-day period, then Declarant shall have the right to notify the Owner of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance or existence of the Structure, including, but not limited to, demolition and/or removal thereof, and/or pursue any of the remedies under this Declaration as Declarant determines. The reason for such correction shall be solely in the discretion of Declarant and may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said Plot collectible in accordance with Section 11.9.

5.12.6. Inspection. There is specifically reserved to Corporation and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Regency Lakes Community for the

purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Design Standards.

5.12.7. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Corporation or the ACC, cause such improvement to be removed or restored, as applicable, until approval is obtained or in order to comply with the plans and specifications originally approved. In the event the Owner fails or refuses to do so, the Owner shall be liable for the payment of all costs of removal or restoration incurred by Corporation or ACC in connection with such violation. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Corporation is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Design Standards, by any legal or equitable remedy.

5.12.8. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Corporation and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

5.12.9. Certificate of Non-Compliance. In the event that any Owner fails to comply with the provisions contained herein, the Design Standards, or other rules and regulations promulgated by the ACC, then Corporation and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Dwelling Unit stating that the improvements on the Dwelling Unit fail to meet the requirements of this Declaration and that the Dwelling Unit is subject to further enforcement remedies.

5.12.10. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Dwelling Unit by other than Declarant, or its designees, and following completion of any subsequent improvements, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The ACC also shall issue a Certificate of Compliance to any Owner who has remedied to the satisfaction of the ACC the conditions set forth in any Certificate of Non-Compliance.

5.12.11. Exemption. Notwithstanding anything to the contrary contained herein, or in the Design Standards, any improvements of any nature made or to be made by Declarant or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Dwelling Unit, shall not be subject to the review of the ACC, Corporation, or the provisions of the Design Standards.

5.13. Casualty to Improvements.

5.13.1. Requirement to Reconstruct. In the event that any Dwelling Unit is destroyed by fire or other casualty, the Owner of such Dwelling Unit shall do one of the following: the Owner shall commence reconstruction and/or repair of the Dwelling Unit ("Required Repair"), or Owner shall tear the Dwelling Unit down, remove all the debris, and resod and landscape the property comprising the Dwelling Unit as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Dwelling Unit. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Corporation shall have the right to inspect the progress of all reconstruction and/or repair work. For purposes of this Section, in the case of Dwelling Units contained within a Condominium, apartment building or other Structure where the decision to repair or demolish is the responsibility of a Condominium or similar association, that decision shall be made by such association in accordance with its governing documents and which association shall be deemed the "Owner" for purposes of this Section. Without limiting any other provision of this Declaration or the powers of Corporation, Corporation shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Corporation may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Dwelling Unit within the time periods and in the manner provided herein and costs thereof shall be an Individual Assessment against such Dwelling Unit. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

5.13.2. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Design Standards and any other standards established by Corporation with respect to any casualty that affects all or a portion of Regency Lakes Community.

5.13.3. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance for his or her Dwelling Unit. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Dwelling Unit, remove the debris, and to resod and landscape land comprising the Dwelling Unit. Upon the request of Corporation, each Owner shall be required to supply the Board with evidence of insurance coverage on his Dwelling Unit which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Corporation, Corporation shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

5.13.4. Additional Rights of Corporation. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Corporation, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Corporation pursuant to this Section shall be in conformance with the original plans and specifications for the Dwelling Unit. Corporation shall have the absolute right to perform the Required Demolition to a Dwelling Unit pursuant to this Section if any contractor certifies in writing to Corporation that such Dwelling Unit cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Corporation.

5.13.5. Exculpation. Declarant, Corporation, the directors or officers of Corporation, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Corporation, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Dwelling Unit, that it shall not bring any action or suit against Declarant, Corporation or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Corporation, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Corporation does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Corporation, ACC or their members, officers and directors. Declarant, Corporation, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

6. Specific Design and Construction Provisions.

6.1. Electronic Monitoring Systems. To preserve the tranquility and peacefulness for all of the Owners and Regency Lakes Community, all electronic monitoring or alarm systems which have audible siren, horn, bell, klaxon or other noise making device must be approved by the ACC.

6.2. Colors. No exterior colors on any Structure shall be permitted that, in the sole judgment of the ACC would be inharmonious or discordant or incongruous with Regency Lakes Community, or a particular Neighborhood. Any future exterior color changes desired by an Owner must be first approved by the ACC.

6.3. Factory Built Structures. No Structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected without the prior approval of the ACC.

6.4. Landscaping. All areas not covered by Structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with underground sprinkler systems, to the pavement edge of any abutting streets; and to the water line of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the ACC. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the ACC. All required lawns and landscaping shall be completed at the time of completion of the Structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by Owner. Unless otherwise consented to by the ACC, all irrigation for Plots shall be by water supplied by utility companies, municipalities or improvement districts.

6.5. Driveways And Parking Areas. All residential driveways or parking areas must be first approved by the ACC. Driveways and parking areas must be constructed with materials first approved by the ACC.

6.6. Underground Utility Lines. All electric, telephone, gas, cable television, and other utility lines shall be installed underground.

6.7. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Dwelling Unit or other portion of Regency Lakes Community without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Plots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

6.8. Temporary Structures. No tents or temporary Structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved by the ACC. Any signs to be used in conjunction with any tent or temporary Structure must also be approved by the ACC.

6.9. Accessory Structures. No accessory Structure (including, but not limited to, playhouses, swing sets, tool or garden equipment sheds, basketball hoops, game courts, doghouses, barbecues, or like Structures) shall be permitted except with the prior approval of the ACC. Adequate landscaping shall be installed and maintained by Owner around any approved accessory Structure, in sufficient quantity so that it shall not be readily visible from any adjacent

street or Plot. All utility and storage rooms shall be at locations on the Structure as approved by the ACC.

6.10. Outdoor Equipment And Storage Areas. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housings and sprinkler pumps and other such outdoor equipment must be underground or place in sight-screened, walled-in or fenced-in areas so that they shall not be readily visible from any adjacent street or Plot. In addition, the ACC may require that adequate landscaping be installed around these facilities and maintained by the Owner. No unenclosed storage area shall be permitted on any Plot. No enclosed storage area shall be constructed or erected which is separated from the principal Structure on the Plot.

6.11. Air Conditioners. All air conditioning compressor units shall be shielded and hidden so that they shall not be readily visible from any adjacent street or Plot. No water chiller units, wall air conditioning units or window air conditioning units shall be permitted.

6.12. Solar Collectors. Solar Collectors shall only be permitted at locations and on Structures as are first approved by the ACC.

6.13. Signs.

6.13.1. Approval Requirements. No signs, freestanding or otherwise installed, shall be erected or displayed in or on any Plot or Structure, unless the placement, character, form, size, lighting and time of placement of such sign has been first approved by the ACC. No flashing signs shall be permitted. All approved signs must also conform with governmental codes and regulations and with any master design plan for signs established by the ACC. The ACC may summarily remove and destroy all unauthorized signs and same shall not be deemed a trespass. Notwithstanding anything contained herein, the ACC shall be under no obligation to approve any sign on a Plot.

6.13.2. Surface Water Management Permit Signage. The Corporation shall be responsible to maintain the signage required by the Surface Water Management Permit issued for Regency Lakes Community.

6.14. Walls, Fences And Shutters. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of an adjoining Plot, and no hedge or shrubbery abutting the Plot lines shall be permitted with a height of more than five (5) feet without the prior approval of the ACC. No wall or fence shall be constructed on any Plot until its height, length, type, design, composition, material and location shall have first been approved by the ACC. The height of any wall or fence shall be measured from the existing property elevations. No fence or wall may be built or erected in a landscape easement without prior written consent of the ACC. Any dispute as to height, length, type design, composition or material shall be resolved by the ACC, whose decision shall be final. Hurricane, storm or weather shutters or shades shall not be stored on the exterior of any Structure without the approval of the ACC and all such shutters or shades on any one Plot shall be uniform in character.

6.15. Lighting. All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the ACC. The ACC may require mailbox lighting and lighting adjacent to the street lines of a Plot. Game court lighting shall only be permitted upon conditions specified by the ACC; including, but not limited to, designation of the hours of illumination.

7. Use Restrictions.

7.1. Clothes Drying Areas. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Dwelling Unit.

7.2. Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers And Trailers.

7.2.1. Commercial Trucks Prohibited. No commercial trucks, commercial van or other commercial vehicle of any kind shall be permitted to be parked on any Plot for a period of more than four hours, unless such vehicle is necessary in the actual construction or repair of a Structure or for ground/landscape maintenance.

7.2.2. Non-commercial Trucks Permitted. Non-commercial trucks, pickup trucks, "el camino" trucks, recreation vehicles, and vans may be permitted to be parked overnight on any Plot, provided they do not exceed twenty (20) feet in length and eight (8) feet in height, unless otherwise approved by Declarant.

7.2.3. Boats, Mobile Homes, Disabled Vehicles. No boat, boat-trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked or stored on any Plot, unless kept fully enclosed inside a Structure or parked in an area designated by Declarant for such purposes.

7.2.4. No Occupancy of Boats or Vehicles. None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

7.2.5. Caveat. Sections 7.2.1 through 7.2.4 shall not be deemed to prohibit any temporary facility otherwise permitted pursuant to this Declaration.

7.3. Pets And Animals.

7.3.1. Household Pets. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by the Board in its sole discretion. All animals shall be contained on the Owner's Plot and shall not be permitted to roam free, or to otherwise disturb the peace of other Owners.

7.3.2. Prohibited Animals. Obnoxious animals, livestock, fowl, or reptiles shall not be kept or permitted to be kept on any Plot. The determination of what is or what may be a prohibited animal shall be determined by the Board in its sole discretion.

7.3.3. Pets to be Restrained. Pets may not be allowed to roam unrestrained within Regency Lakes Community. An Owner who keeps or maintains any allowable pet shall ensure that whenever said pet is on or about Regency Lakes Community, it is properly leashed and under control of the Owner. Said Owner shall be responsible for ensuring that any pet fecal matter is removed and placed in the proper refuse receptacles.

7.3.4. Pets Prohibited from Certain Areas. Pets may be walked along the streets and walkways provided they are leashed and maintained per subsection 7.3.3 above. However, no pets will be allowed on or in any recreation property in Regency Lakes Community, nor are they permitted on the private property of other Owners without the express permission of said Owner.

7.4. Maintenance.

7.4.1. Common Areas and Plots. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Plot, or the Common Areas or Neighborhood Common Areas, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Plot, or the Common Areas or Neighborhood Common Areas. All lawns, landscaping and sprinkler systems and any property, Structure, improvement, and appurtenance shall be kept in good, safe, clean, neat, and attractive condition. Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant and upon the Corporation, Neighborhood Association, or Owner's failure, as applicable, to make such correction within 30 days of giving of written notice by Declarant, Declarant may enter upon such premises and make such maintenance or correction as may be necessary, the costs of which shall be paid by the Corporation, Neighborhood Association, or Owner, as the case may be, or Declarant may bring an action at law or in equity. No written notice shall be required to be given by Declarant in the case of emergency, in which event Declarant may without any prior notice directly remedy the emergency condition. The Corporation and each Neighborhood Association and Owner is deemed to consent to such to enforce the foregoing conditions by Declarant or its agents, which entry shall not be a trespass and by acceptance of a deed for a Plot or Dwelling Unit in Regency Lakes Community, each Owner has expressly given the Declarant the continuing permission to do so, which permission may not be revoked. If any Owner, Corporation, or Neighborhood Association fails to make payment of costs expended in connection with such action within 15 days after request to do so by Declarant, the payment requested shall be a lien in accordance with provisions of Section 11 hereof.

7.4.2. Maintenance of Conservation Easement. The Corporation shall have perpetual responsibility for the maintenance of the Conservation Easement. The Corporation shall preserve and restore the wetland areas and upland buffer zones. The Corporation is empowered to take legal action against any Owners to enforce the conditions of the Conservation Easement.

7.5. Water Management Areas.

7.5.1. No Structures. No Structure of any kind shall be constructed or erected, nor shall Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of Declarant.

7.5.2. Ingress and Egress. Owner shall in no way deny or prevent ingress and egress to such water management area for maintenance or landscape purposes by Declarant, Corporation or any appropriate governmental agency that may reasonably require any right of ingress and egress and easements therefore are hereby specifically reserved and created.

7.5.3. No Fill or Diversion of Waters. No Plot shall be increased in size by filling in any water or retention or drainage areas on which it abuts. Owner shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of Declarant.

7.6. Wells And Lakes. No well shall be drilled or installed on Regency Lakes Community without the prior approval of Declarant. Any mineral staining or discoloration of Owner's property shall be corrected by Owner. No Owner shall be permitted to make use of any of the lakes for any purpose, whatsoever, without the express written consent of Declarant.

7.7. No Implied Waiver. The failure of Declarant and/or the ACC to object to an Owner or another Person's failure to comply with the covenants and restrictions contained herein, shall in no event, be deemed a waiver by Declarant and/or ACC, or any other Person having an interest herein, of its rights to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

7.8. Rights Reserved By Declarant. Notwithstanding anything contained in this Section 7 or elsewhere in this Declaration, Declarant and its nominees and designees shall have the right to construct, maintain and repair such Structures or improvements, including the carrying on of all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of Regency Lakes Community. Further, notwithstanding any other provision of the Declaration, Declarant reserves, and Declarant and its nominees and designees shall have the right to enter into and transact on Regency Lakes Community any business necessary to consummate the sale, lease, improvement, repair, maintenance or encumbrance of Plots or other real property in Regency Lakes Community; including, but not limited to, the right to maintain models and sales offices, place signs, employ sales personnel, use of the Common Areas and Neighborhoods, and show Plots. Any such models, sales areas, sales construction, maintenance and repair shall not be considered a part of the Common Areas or a Neighborhood and shall remain the property of Declarant or its nominees or designees. This section may not be suspended, superseded or modified in any manner, unless such amendment is consented to by Declarant. This right of use and transaction of business as set forth herein, like Declarant's other rights herein, and other rights reserved by Declarant may be assigned in writing by Declarant in whole or in part.

7.9. Declarant's Exculpation And Approvals. Declarant may grant, withhold or deny its consent, permission or approval in any instance where its consent, permission or approval is permitted or required at its sole discretion and without any liability of any nature or kind to Owner or any other Person for any reason whatsoever. Every consent, permission or approval by Declarant under this Declaration shall be in writing and binding upon all Persons.

7.10. Subdivision And Regulation Of Land.

7.10.1. Subdivision by Persons Other than Declarant. No Plot shall be divided or subdivided without the prior consent of Declarant, who may impose certain requirements on Owner as a condition of consent.

7.10.2. Condominiums. Declarant may build condominiums, in its sole discretion, within Regency Lakes Community.

7.10.3. No Variation from Development Plan by Persons Other than Declarant. An Owner shall not inaugurate or implement any variation from, modification to, or amendment of Declarant's Development Plan, or governmental regulations, land use-plans, land development regulations, zoning, development orders or development permits, applicable to Regency Lakes Community, or to any Plot, without the prior written approval of Declarant.

7.11. Owner And Member Compliance.

7.11.1. Applicability of Declaration. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, Members and Persons to whom a Member has delegated his or her right of use in and to the Common Areas, but also to any other Person, occupying an Owner's Plot under lease from the Owner or by permission or invitation of the Owner or his tenants, expressed or implied, licenses, invitees or guests.

7.11.2. Knowledge. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of Declarant of enforcement of these provisions against the Owner or such Person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegatees, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

8. Property Rights: Common Areas and Water Bodies.

8.1. Members Rights And Easements. Every Member shall have a non-exclusive right and easement of enjoyment and use in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to the provisions of this Declaration, and any other applicable recorded instrument, the Articles and Bylaws of the Corporation, and any other rights, rules and regulations governing use and enjoyment of the Common Areas adopted by the Corporation, including the following:

8.1.1. Fees. The right of the Corporation to charge reasonable admission and other fees for the use of any Common Areas.

8.1.2. Suspension of Use Rights. The right of the Corporation to suspend a Member's right to the use of Common Areas, for any period during which any assessment against the Member's Plot or any obligation of the Member to the Corporation remains unpaid, and for a reasonable period during or after any infraction of the Corporation's rules and regulations; provided however, that the Corporation shall not deny a Member access to his or her Plot.

8.1.3. Transfer to Public Authority. The right of the Corporation or Declarant to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility (which right shall not be exercised by Corporation without Declarant's prior written approval).

8.1.4. Borrowing. The right of the Declarant or Corporation to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage Common Areas in accordance with the terms hereof.

8.1.5. Protection. The right of Declarant or the Corporation to take such steps as are reasonably necessary to protect Common Areas against foreclosure.

8.2. Delegation Of Member's Rights to Use of Common Areas.

8.2.1. Limited Delegation. A Member may delegate his or her right of use in and to the Common Areas and Neighborhood Common Areas to the members of his or her family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations, and restrictions as may be provided for in the Governing Documents.

8.2.2. Member Responsible for Delegated Actions. Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Common Areas or Neighborhood Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the Corporation's rules and regulations by such Person shall be deemed to be an infraction by such Member.

8.3. Conveyance And Use.

8.3.1. Common Areas Not Public. Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Corporation as Common Areas is not and shall not, by such conveyance, lease or grant, be deemed dedicated for use by the general public, but is and shall be deemed restricted for the common use and enjoyment of the Person or entities granted easement rights under the provisions of Section 4.4.5 of this Declaration.

8.3.2. Acceptance Required; Condition. Declarant may convey property to the Corporation in either an improved or an unimproved condition with or without any specific restrictions on its use, and Corporation must accept such property. Until the turnover date, the Corporation shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant.

8.3.3. Costs. In the event that the Common Areas or a portion of the Common Areas are conveyed to the Corporation, all costs involved in such conveyance, including documentary stamps, surtaxes, recording expenses, abstract, title insurance, surveys, etc., shall be borne by the Corporation. Except as herein provided, if the Common Areas are conveyed to the Corporation, the Common Areas and any improvements thereon shall not be abandoned, partitioned, subdivided, alienated or released, transferred, hypothecated, mortgaged or otherwise encumbered without first obtaining the written approval of Declarant. The preceding sentence shall not prohibit the Declarant or the Corporation from encumbering the Common Areas, provided that such encumbrances are subordinate to the provisions of this Declaration and the funds so loaned are used for improving the Common Areas. Further, the provisions hereof shall not be applicable to, nor prohibit the Declarant or Corporation from granting such easements as are reasonably necessary or appropriate for the development of the Common Areas and the use thereof in a manner consistent with the provisions of this Declaration.

8.4. Corporation's Rights And Powers.

8.4.1. Rules and Regulations. Subject to the provisions of the Governing Documents, the Corporation shall have the right and the power to develop, promulgate, and enforce reasonable rules and regulations for the use and enjoyment of Common Areas. No portion of the Commons Areas shall be used in violation of any rule or regulation or other requirement of the Corporation established pursuant to the provisions of the Governing Documents.

8.4.2. Limited Waiver. The Common Areas shall be subject to the provisions of Section 5.5 and the uses of the Common Areas shall be in conformity with the uses permitted in Section 5.5. In Declarant's sole discretion, which discretion may not be waived, the provisions of Section 5.5 may not be applicable to any property owned by Declarant, Common Areas, or Neighborhood Common Areas.

8.4.3. Prohibited Actions. No nuisance or obnoxious or offensive activity shall be placed or conducted or permitted on any Common Areas. No unsightly object shall be kept on the Common Areas. The Declarant shall have the right and the power in the exercise of its discretion to determine what activities or uses constitute nuisances, unsightly objects, or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or become a nuisance to residents or Members.

8.5. Declarant's Rights And Powers.

8.5.1. Design of Common Areas. Declarant shall have the right and the power to regulate and control the external design and appearance of Common Areas in such a manner as (i) to promote a quality environment which will preserve the value of the Plots; and (ii) to foster the attractiveness and functional utility of Regency Lakes Community as a place to live, work, and play, including a harmonious relationship among Structures, vegetation, and topography.

8.5.2. Permissibility. Until the Turnover Date, any use of Common Areas shall be subject to the prior written approval of Declarant and any dispute as to the permissibility of a use shall be determined by Declarant.

8.6. Maintenance Of Common Areas. The Corporation shall be responsible for the maintenance, repair and replacement of the Common Areas and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times.

8.7. Maintenance Of Lakes, Canals, Secondary Drainage And Road Median Landscaping. The provisions of Section 16 shall govern the maintenance of the canals, lakes and secondary drainage facilities located on Regency Lakes Community, whether or not same is a part of the Common Areas.

8.7.1. Herbicides. Application of herbicide for aquatic weed control on lakes and canals on Regency Lakes Community shall in all instances be performed by or through Declarant. The cost and expense of applications of herbicides for aquatic weed control for canals and lakes located upon Regency Lakes Community shall be an Operating Expense. All such determinations as to additional applications of herbicides shall be made by the Corporation with Declarant's prior approval.

8.7.2. Secondary Drainage Facilities. The cost and expense of maintaining and clearing all "secondary drainage facilities" (as same are defined by Declarant) on Regency Lakes Community shall be an Operating Expense and the cost and expense of maintaining and clearing drainage facilities not on Regency Lakes Community, but which are necessary for the proper functioning and operation of the "secondary drainage facilities" on Regency Lakes Community shall be an Operating Expense.

8.7.3. Median Landscaping. The cost and expense of maintaining the road median landscaping and landscape easements on Regency Lakes Community shall be an Operating Expense.

8.7.4. Conservation Easement. The cost and expense of maintaining the Conservation Easement in accordance with the South Florida Water Management District Permit, and Department of Natural Resource Protection License should be an operating expense.

9. Membership and Voting Rights.

9.1. Members. Every Owner and the Declarant shall be Members of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of a Plot. Members' rights, powers, duties and privileges shall be as set forth in this Declaration and in the Articles and Bylaws.

9.2. Voting Rights.

9.2.1. Prior to the Turnover Date. Prior to the Turnover Date, the affairs of the Corporation shall be managed by a Board of Governors consisting of three (3) governors. So long as the Declarant shall have the right to appoint all the governors, governors need not be members of the Corporation and need not be residents of the Regency Lakes Community, thereafter governors shall be members of the Corporation and residents of Regency Lakes Community, except for those who are appointed by the Declarant. The Declarant shall have the right to appoint all of the governors until the Turnover Date. In no event can a Board member appointed by Declarant be removed, except by action of Declarant. Any governor appointed by Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor governor may be appointed at any time by the Declarant.

9.2.2. After the Turnover Date. After the Turnover Date, the Corporation shall be managed by a Board of Governors consisting of nine (9) Governors. Each Neighborhood Association's Board of Directors shall appoint one (1) Governor who will serve on the Board of Governors for a term of one (1) year until the next annual members meeting of the Corporation. Thereafter, each Neighborhood Association shall appoint one (1) Governor to the Board of Governors on a yearly basis prior to each annual members meeting of the Corporation, or at such other time in the event of removal or resignation of a Governor. The appointed Governors shall commence their term of office immediately following the annual members meeting. A Governor may be removed from office at any time, with or without cause, by a majority vote of the Neighborhood Association Board by which such Governor was appointed. Each Governor, while serving on the Board of Governors, shall be entitled to cast one (1) vote on issues to be decided solely by the Corporation's Board of Governors. There shall be no quorum requirement at the Corporation's annual members meeting for the acceptance of the appointed Governors. The Board of Governors may, at any time, change its voting procedure or the Board of Governors' composition or structure provided herein, by amendment to this section of these Articles approved by two-thirds (2/3rds) vote of the Board of Governors, without the joinder or consent of the membership or any other person, party or entity. In the event that there is any conflict between this Section 9.2.2 and any other Section of this Declaration, the Articles and/or By-Laws, this Section 9.2.2 shall control.

10. Assessments.

10.1. Types of Assessments. Declarant and each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Corporation at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Corporation (collectively, the "Assessments"). The Assessments levied by Corporation shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Regency Lakes Community, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Corporation, including but not limited to the following categories of Assessments as and when

levied and deemed payable by the Board:

10.1.1. Monthly Assessments. Any monthly assessment or charge for the purpose of operating the Corporation and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments").

10.1.2. Special Assessments. Any special assessments for capital improvements, major repairs, emergencies or nonrecurring expenses (hereinafter "Special Assessments").

10.1.3. Use Fees. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Dwelling Unit, for any special or personal use of the Common Areas, or to reimburse Corporation for the expenses incurred in connection with that service or use (hereinafter "Use Fees").

10.1.4. Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Corporation has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Corporation, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Turnover Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason.

10.1.5. Individual Assessments. Assessments for which one or more Owners (but less than all Owners) within Regency Lakes Community is subject ("Individual Assessments") such as costs of special services provided to a Dwelling Unit or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural control provisions hereof as they relate to a particular Owner or Dwelling Unit. Further, in the event an Owner fails to maintain the exterior of his Dwelling Unit (other than those portions of a Dwelling Unit maintained by Corporation) or a lake or canal slope or bank in a manner satisfactory to Corporation, Corporation shall have the right, through its agents and employees, to enter upon the Dwelling Unit and to repair, restore, and maintain the Dwelling Unit as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Corporation, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

10.2. Designation. The designation of Assessment type shall be made by Corporation. Prior to the Turnover Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by Corporation. The designation shall be binding upon all Owners.

10.3. Neighborhood Associations. At the election of the Corporation made from time to time, each Neighborhood Association shall have the obligation to collect the Assessments payable to Corporation from Owners within the applicable Neighborhood.

11. Operating Expenses.

11.1. Allocation of Operating Expenses. Commencing on the first day of the period covered by the Budget, and until the adoption of the next annual Budget, the Monthly Assessments shall be allocated so that each Dwelling Unit shall be assessed a *pro rata* portion of Monthly Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 717. At this time it is anticipated that there will be more than 717 Dwelling Units within Regency Lakes Community. Once Declarant determines, if ever, that more or less than 717 Dwelling Units shall be built within Regency Lakes Community, then Declarant may change such denominator, by amendment to this Declaration, to the number of actual or anticipated Dwelling Units within Regency Lakes Community, in its sole and absolute discretion. Without limiting the foregoing, Declarant specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration.

11.2. Budgets. An annual budget shall be prepared and adopted by the Board for each fiscal year of the Corporation (the "Budget"). The Budget may cover a period of less than twelve (12) months in order to change the fiscal year of the Corporation. In the event the Operating Expenses as estimated in the Budget for a particular fiscal year are, after the actual Operating Expenses for that period are known, less than the actual costs, then the difference shall, at the election of Corporation: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Corporation shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein.) Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Corporation. Any surplus Assessments collected by Corporation may be allocated towards the next year's Operating Expenses or, in Corporation's sole and

absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Corporation be required to pay surplus Assessments to Owners.

11.3. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Dwelling Unit to an Owner by Declarant.

11.4. Declarant's Option to Fund Shortfall. Prior to the Turnover Date, Declarant shall have the option to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of Monthly Assessments against Dwelling Units or to pay Monthly Assessments on Dwelling Units owned by Declarant. If Declarant does not pay Monthly Assessments on Dwelling Units owned by Declarant, Declarant shall be obligated to pay Operating Expenses incurred that exceed the Monthly Assessments receivable from Owners and other income of Corporation. After the Turnover Date, Declarant shall pay all Monthly Assessments on Dwelling Units owned by Declarant. Under no circumstances shall Declarant pay Reserves.

11.5. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

11.5.1. Monthly Assessments. Monthly Assessments shall be established in connection with and as a part of the adoption of a twelve (12) month Budget by the Board. The Budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement of the Monthly Assessment for the next ensuing year shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof.

11.5.2. Special and Individual Assessments. Special Assessments and Individual Assessments may be established by Corporation, from time to time, and shall be payable at such time or time(s) as determined. Until the Turnover Date, no Special Assessment shall be imposed without the consent of Declarant.

11.5.3. Use Fees. Corporation may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Corporation.

11.6. Working Capital Fund. Corporation has established a working capital fund for the operation of Corporation (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Dwelling Unit from Declarant at the time of conveyance of each Dwelling Unit an amount equal to two months' Monthly Assessments in accordance with the then-current Budget. Each Owner's share of the Working Capital Fund shall be transferred to Corporation immediately after the closing of the sale of the Dwelling Unit to the Owner. The purpose of this fund is to assure that Corporation will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Declarant to reduce the Operating Expenses. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Working Capital Fund.

11.7. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Dwelling Unit unless all sums due Corporation have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Corporation shall prepare and maintain a ledger noting Assessments, Reserves and Use Fees due respecting each Dwelling Unit. The ledger shall be kept in the office of Corporation, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments, Reserves and Use Fees have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment, Reserve or Use Fee therein stated. The Owner requesting the estoppel certificate shall be required to pay Corporation a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Expenses, Assessments, Reserves and Use Fees.

11.8. Payment of Dwelling Unit Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Dwelling Unit which, if not paid, could become a lien against the Dwelling Unit which is superior to the lien for Assessments created by this Declaration.

11.9. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or by otherwise acquiring title to a Dwelling Unit, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Corporation encumbering the Dwelling Unit and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Dwelling Unit, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Person who was the Owner of the Dwelling Unit at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal

representatives, successors and assigns.

11.10. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to *bona fide* first mortgages on any Dwelling Unit, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or other transfer of a Dwelling Unit, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Dwelling Unit pursuant to a foreclosure of a *bona fide* first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Dwelling Unit or chargeable to the former Owner of the Dwelling Unit which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses included within Monthly Assessments or as a Special Assessment. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Dwelling Unit from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

11.11. Acceleration. In the event of a default in the payment of any Assessment, Corporation may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

11.12. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Corporation may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Dwelling Unit, or both. Corporation shall not be required to bring such an action if it believes that the best interests of Corporation would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Dwelling Unit.

11.13. Exemption. The Board shall have the right to exempt any portion of Regency Lakes Community subject to this Declaration from the Assessments, provided that such part of Regency Lakes Community exempted is used (and as long as it is used) for any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or Common Areas.

11.14. Collection by Declarant. If for any reason Corporation shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Corporation to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Corporation for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

11.15. Rights to Pay Assessments and Receive Reimbursement. Corporation, Declarant, and any Institutional Mortgagee of a Dwelling Unit shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Dwelling Unit. If so paid, the party paying the same shall be subrogated to the enforcement rights of Corporation with regard to the amounts due.

11.16. Institutional Mortgagee Rights. Each Institutional Mortgagee may request in writing that Corporation notify such Institutional Mortgagee of any default of the Owner of the Dwelling Unit subject to the Institutional Mortgagee's Mortgage under the Governing Documents which default is not cured within thirty (30) days after Corporation learns of such default. A failure by Corporation to furnish notice to any Institutional Mortgagee shall not result in liability of Corporation because such notice is given as a courtesy to a Institutional Mortgagee and the furnishing of such notice is not an obligation of Corporation to Institutional Mortgagee.

12. Operating Expenses; Required Assessment Classifications. The following expenses for the Common Areas and of the Corporation are hereby declared to be Operating Expenses which the Corporation is obligated to assess and collect and which each Owner is obligated to pay as provided herein or as may be otherwise provided in the Governing Documents.

12.1. Taxes. Any and all taxes and special assessments levied or assessed at any and all times upon the Common Areas or any improvements thereto or thereon by any and all taxing authorities or districts, and against any and all personal property and improvements, which are now or which hereafter may be placed thereon or owned by the Corporation, including any interest, penalties and other charges which may accrue thereon.

12.2. Utility Charges. All charges levied by utilities or districts providing services for the Common Areas, 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.

12.3. Insurance. The premium on the policy or policies of insurance which the Corporation, in its sole discretion determines to obtain, provided, however, that the Corporation shall obtain and maintain the insurance coverage described herein, unless it is reasonably determined that such insurance is unavailable or the cost thereof prohibitive. All policies of insurance shall provide that they may not be canceled or substantively modified by any party without at least thirty (30) days prior written notice to Declarant and Corporation.

12.3.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts available under NFIP for all Structures and other insurable property within any portion of the Common Areas located within a designated flood hazard area. Neighborhood Associations also shall carry such flood insurance for Structures and other insurable property located within Neighborhood Common Areas.

12.3.2. Property Insurance. Property insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Structures and other improvements now or hereafter located upon the Common Areas and such insurance shall afford protection against at least the following:

12.3.2.1. Fire, Hazard and Windstorm. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and for sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

12.3.2.2. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as shall be approved by the Board.

12.3.2.3. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Corporation, and all other persons handling or responsible for funds of, or administered by, Corporation. In the event Corporation delegates some or all of the responsibility for the handling of the funds to a Neighborhood Association or a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Corporation. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

12.3.2.3.1. The bonds shall name Corporation as an obligee.

12.3.2.3.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

12.3.2.3.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Corporation.

12.3.2.3.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Declarant and Corporation.

12.3.2.4. Other Risks. Such insurance may also afford protection against such other risks as are customarily covered with respect to areas similar to the Common Areas and serving such function. All insurance policies obtained shall cover all activities of the Corporation and all properties maintained by the Corporation, whether or not the Corporation owns title thereto.

12.3.3. Public Liability. A comprehensive policy of public liability insurance and, if appropriate, Owners, landlord and tenant policies naming the Corporation and, until the Turnover Date, the Declarant as named insureds thereof 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 operating, maintenance and use of the Common Areas and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits if not less than One Million (\$1,000,000.00) Dollars for damages incurred or claimed by any one Person for any one occurrence and not less than Five Million (\$5,000,000.00) Dollars for damages incurred or claimed for any one occurrence and for not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, liability for false arrests, liability for electronic monitoring systems, libel and slander liability, hose liquor liability and such other risks as are customarily covered with respect to areas similar to the Common Areas in developments similar in construction, location and use.

12.3.4. Other Coverage. Such other forms of insurance and in such coverage as the Corporation shall determine to be required or beneficial for the protection or preservation of the Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Regency Lakes Community or the

Corporation.

12.3.5. Corporation as Agent. Corporation is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Corporation and to execute and deliver releases upon the payment of claims.

12.4. Reconstruction Of Structures Or Improvements. Any and all sums necessary to repair, replace, construct or reconstruct any Structure or improvements upon the Common Areas damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvement so damaged shall be an Operating Expense provided same shall be the subject of a Special Assessment, and the Corporation will levy a Special Assessment for the funds necessary to pay such Operating Expense within ninety (90) days from the date such damage was incurred.

12.5. Maintenance, Repair And Replacement. Any and all expenses necessary to maintain, repair, operate, protect and replace the Common Areas, shall be an Operating Expense.

12.6. Lighting. The cost of installing, maintaining, and operating any street lights and common area lights now or hereafter located on the Common Areas or the Regency Lakes Community, as determined by the Declarant, to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing services with respect thereto.

12.7. Electronic Monitoring System And Security Personnel. The cost and expense of operating electronic monitoring systems for Common Areas and Dwelling Units, if any, and the cost of employing any security personnel and operating and maintaining gate houses, security facilities and vehicles used for monitoring or security services.

12.8. Administrative and Operational Expenses. The costs of administration for the Corporation in the performance of its functions and duties under the Governing 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 Corporation may retain a management company or companies or contractors, (ANY OF WHICH MANAGEMENT COMPANIES OR CONTRACTORS MAY BE, BUT ARE NOT REQUIRED TO BE, A SUBSIDIARY, AFFILIATE, OR AN OTHERWISE-RELATED ENTITY OF DECLARANT) to assist in the operation of the Common Areas, or portions thereof and to perform or assist in the performance of certain obligations of the Corporation under the Governing Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses. Further, the Corporation may employ the necessary personnel and contract with the necessary Persons or entities to carry out the obligations hereunder including maintenance and security functions.

12.9. Compliance with Laws. The Corporation shall take such action as it determines necessary or appropriate in order for the Common Areas and the improvements thereon to be in compliance with any applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local. The cost and expense of such actions taken by the Corporation shall be an Operating Expense.

12.10. Indemnification. The Corporation covenants and agrees that it will indemnify, defend and hold harmless Declarant, including but not limited to, any parent or subsidiary corporation of Declarant, and each of their employees, officers, directors, agents, attorneys and other affiliates, from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Regency Lakes Community or other property serving the Corporation, or resulting or arising out of the operating of the Corporation and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Corporation, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification as set forth in this paragraph shall be an Operating Expense to the extent such matters are not covered by the Corporation's insurance, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, the Monthly Assessments.

12.11. Failure Or Refusal Of Contributing Owners Or Neighborhood Associations To Pay Assessments. Funds needed for Operating Expenses due to the failure or refusal of Owners or a Neighborhood Association to pay Assessments or Reserves levied shall themselves be deemed to be Operating Expenses and properly the subject of an Assessment.

12.12. Miscellaneous Expenses. The cost of any item, including, but not limited to, attorneys fees, accounting fees, reserves for improvements, pest control, or costs or expenses pertaining to or for the benefit of the Corporation or the Common Areas, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

13. Neighborhoods.

13.1. Dedication of Common Areas to Neighborhood Common Areas. Declarant reserves the right, in its sole discretion, to cause portions of the Common Areas to become Neighborhood Common Areas by the recordation of

an instrument containing provisions to that effect in the Public Records. Upon recordation of such an instrument, the real property described therein shall no longer be Common Areas but shall be Neighborhood Common Areas in lieu thereof and the use and easement rights and the obligations pertaining thereto, including but not limited to, maintenance and administration obligations shall be those pertaining to such Neighborhood Common Areas and not Common Areas. Further, the expense thereof shall no longer be an Operating Expense. The Neighborhood Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners excluding the Declarant.

13.2. Neighborhood Covenants. Declarant reserves the right, and the power, without the consent of any other Person being required:

13.2.1. Amendment Concerning Neighborhoods. To amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods.

13.2.2. Supplements Concerning Neighborhoods. To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

13.2.3. Approval of Neighborhood Covenants. To determine consistency of all Neighborhood Covenants with this Declaration and the plan of development of Regency Lakes Community, and approve and consent to all Neighborhood Covenants prior to the recordation in the Public Records. Neighborhood Covenants shall not be effective until Declarant approves and consents to same in writing.

13.3. Special Assessments. The Corporation may specifically assess the Owners in a Neighborhood for expenses incurred by the Corporation, specifically for such Neighborhood.

13.4. Enforcement of Neighborhood Covenants. In the event that any Neighborhood Association, which has been granted a right of enforcement by Declarant, does not enforce any or all provisions of its Neighborhood Covenants or perform any of its duties and responsibilities pursuant to its Articles of Incorporation, By-Laws or Rules and Regulations, Declarant or, in Declarant's sole discretion, the Corporation may enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Section 11.9. Declarant shall be entitled to reimbursement of attorneys' fees and court costs, as set forth in subsection 4.8.4, incurred during the enforcement by it of Neighborhood Covenants.

13.5. Entry Rights. Each Neighborhood Association and each Owner shall permit Declarant, the Corporation, their designees, or any agent or employee to enter upon Neighborhood Common Areas and upon the Owner's Plot and Dwelling Unit at reasonable times, to carry out the provisions of this Declaration and the same shall not constitute a trespass.

13.6. Operation of Neighborhood Common Areas.

13.6.1. Neighborhood Expenses. The cost and expense of the Neighborhood Common Areas shall not be an Operating Expense but shall be borne by the Owners of the Plots and Dwelling Units located in the Neighborhood as set forth in the Neighborhood Covenants.

13.6.2. Contract to Perform Neighborhood Obligations. The Corporation may contract with any Neighborhood Association to allow the Corporation to provide for the operation and maintenance of its Neighborhood Common Areas.

14. Easements and Public Facilities.

14.1. Utility Easements.

14.1.1. Easements and Rights of Way. There is hereby reserved for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of Regency Lakes Community, those easements shown upon the Plat and as may be shown on any future recorded plats of Regency Lakes Community, and there is also hereby reserved within such easements, areas and rights-of-way for such other purposes as Declarant in its sole discretion may in the future determine.

14.1.2. Future Easements. Declarant hereby reserves the right for itself and the Corporation, and the power, during a period of 30 years from the date of the recordation of this Declaration, to declare and file of record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other and further public service facilities as Declarant or the Corporation may deem necessary, along, through, in, over and under a strip of land up to twelve feet in width from all sides, front and rear lines of any Plot. The duration of any such easement shall be as set forth in an instrument of record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Plot.

14.1.3. Easements And Cross-Easements On Common Areas. Declarant, for itself, its nominee and the Corporation, reserves the right to impose upon the Common Areas henceforth and from time to time such easements

and cross-easements for ingress and egress and the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, police, fire, parking regulations, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal and the like as it deems to be in the best interest of, and necessary and proper for Regency Lakes Community.

14.2. Public Facilities. To supplement the public facilities and services that may be furnished by any local governmental agency, and to provide additional facilities and services that may not be otherwise available, Declarant is hereby authorized and empowered by all of the Owners, when Declarant in its sole discretion determines that it is necessary or desirable, to act on their behalf to contract for the installation of a water plant and supply system, irrigation water system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths and sidewalks, street lighting and any other facilities or services customarily furnished or provided by local governmental agencies. Each Owner shall be liable for and shall promptly pay to the Declarant a pro rata share of the cost of said water plant and supply system, irrigation water system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths, sidewalks, street lighting or other facilities or services, and said cost shall be apportioned among the Plots in proportion to their front footage, square footage, assessed Value, or by any other reasonable method as determined by the Declarant in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the construction of such facilities. The judgment of the Declarant in the letting of such contract and the expenditure of said funds in compliance with such contract shall be final. Each Owner shall be vested with the right to benefit from (subject to charges for the uses thereof) any water plant and supply system, irrigation water system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths, sidewalks, street lighting and other facilities and services. Each Owner shall install, subject to the written approval of Declarant, all sewer connections, both storm and sanitary, so that direct connections can be made to the nearest street, alley main or collection lines and the plan for such sewer connections shall be submitted to Declarant for approval prior to commencement of said construction. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of Declarant.

15. General Provisions.

15.1. Declaration and General Protective Covenants Run With Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind Regency Lakes Community subject hereto and shall inure to the benefit of the Declarant and all Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from (i) the date the Original Declaration was recorded, or (ii) the date of the last addition of land to Regency Lakes Community in accordance with the provisions of Section 4, whichever is later, but not more than 40 years from the date of the Original Declaration, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten years, unless an instrument signed by at least two-thirds (2/3) of then Owners of Plots has been recorded agreeing to change or terminate (if not prohibited by other provisions of this Declaration) these covenants, conditions, restrictions or provisions in whole or in part.

15.2. Non-Liability of Declarant. The Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than itself.

15.3. Amendment of Declaration.

15.3.1. Amendment by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration so long as the same do not substantially impair the General Development Plan.

15.3.2. General Amendment Procedure. Except as set forth in Section 15.3.1 above, the process of amending or modifying this Declaration shall be as follows:

15.3.2.1. Prior to Turnover Date. Until the Turnover Date, all amendments or modifications shall be made only by Declarant without the requirement of the Corporation's consent or the consent of the Owners or the Neighborhood Associations; provided, however, that the Corporation shall, forthwith but not more than ten days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

15.3.2.2. After Turnover Date. After the Turnover Date, this Declaration may be amended: (a) by the consent of the Owners of two-thirds (2/3) of all Dwelling Units present, in person or by proxy, at duly called meeting of the Members in which a quorum is present, together with (b) the approval or ratification of a majority of the Board of the Corporation. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof or their representative at any regular or special meeting of the Members called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Corporation.

15.3.2.3. Scrivener's Errors. Amendments for correction of scrivener errors or other non-material changes may be made by Declarant alone until the Turnover Date and thereafter by the Board of the

Corporation alone without the need of consent of the Owners.

15.3.2.4. Rights May Not Be Impaired. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Declarant or the Corporation, under this Declaration or any other of the Governing Documents without specific written approval of such Declarant or Corporation.

15.3.2.5. Copies To Be Provided to Declarant. After the Turnover Date, a true copy of any amendment to this Declaration shall be sent certified mail by the Corporation to Declarant within five days of its adoption.

15.3.2.6. Supplements Are Not Amendments. Notwithstanding anything contained herein, Supplements are not amendments and need only be executed by Declarant.

15.3.2.7. Neighborhood Covenants Are Not Amendments. Notwithstanding anything contained herein, the Neighborhood Covenants are not amendments and need be executed only by Declarant.

15.4. Other Documents. Declarant, Corporation, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration, which shall prevail in all events of conflict.

15.5. Severability. If any covenant, condition, restriction or other provisions of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

15.6. Dissolution. In the event of dissolution of the Corporation, each Plot shall continue to be subject to the assessments specified in this Declaration and each Owner shall continue to be Personally obligated to Declarant or the successor or assigns of Corporation as the case may be for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Corporation to properly maintain, operate and preserve it. The provisions of this Section 15.6 shall only apply with regard to the maintenance, operation and preservation of property which has been Common Areas and continues to be so used for the common use and enjoyment of Owners.

15.7. Gender. Wherever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

15.8. Notices.

15.8.1. To Declarant. Notice to Declarant as may be required or desired herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by Declarant.

15.8.2. To Corporation. Notice to Corporation as may be required herein or by the Bylaws shall be in writing and delivered or mailed to the Corporation at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by Corporation.

15.8.3. To Owners. Notice to any Owner of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Broward County, Florida or to the address of the Owner, as shown on the deed recorded in the Public Records, or to the address of the Owner as filed with the Secretary of the Corporation, or if an Owner be a Corporation, to its principal place of business as shown by the records of the Secretary of the State (of Florida or its state of incorporation).

15.9. Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan for Regency Lakes and the purposes set forth herein, including the Recitals.

16. Lake Maintenance. The rear yard of some Dwelling Units may border on the lakes and canals forming part of the Common Areas or Neighborhood Common Areas. Erosion of slopes and banks is possible due to drainage or roof culvert outfalls and runoff can effect the integrity of the lake or canal bank. An Owner should perform maintenance if the lake bank erodes more than 10" from its original shape. It is recommended that any maintenance to correct such erosion be performed during the months of November through April. Further, each such Owner shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. The ACC may establish from time to time additional maintenance standards for the lake and canal maintenance by Owners who own Dwelling Units adjacent to Common Area water bodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Corporation shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants

Corporation an easement of ingress and egress across his Dwelling Unit to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

17. Dispute Resolution.

17.1. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A DWELLING UNIT.

17.2. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A DWELLING UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY, FLORIDA. DECLARANT HAS AN OFFICE IN BROWARD COUNTY, FLORIDA AND EACH DWELLING UNIT IS LOCATED IN BROWARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA.

17.3. Reliance. BEFORE ACCEPTING A DEED TO A DWELLING UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A DWELLING UNIT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A DWELLING UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT REGENCY LAKES COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

18. Miscellaneous.

18.1. Owners Liability. Should any Owner, or any person, firm or entity claiming by, through, or under and Owner, do any of the following: fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or cause any damage to any improvement or Common Areas; or impede Declarant or Corporation from exercising its rights or performing its responsibilities hereunder; or undertake unauthorized improvements or modifications to a Dwelling Unit or the Common Areas; or impede Declarant from proceeding with or completing the development of Regency Lakes Community, then Declarant or Corporation, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering a Dwelling Unit and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

18.2. Refund of Taxes and Other Charges. Unless otherwise provided herein, Corporation agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by

Corporation.

18.3. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Corporation shall notify 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, the party entitled to enforce same may, at its option:

18.3.1. Enforcement of Performance. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, without bond; and/or

18.3.2. Action for Damages. Commence an action to recover damages; and/or

18.3.3. Cure. Take any and all action reasonably necessary to correct the violation or breach.

18.4. Costs of Enforcement. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

18.5. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

18.6. Rights Cumulative. All rights, remedies, and privileges granted to Declarant and/or Corporation and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Design Standards, 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 any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

18.7. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Design Standards may be enforced by Declarant and/or Corporation 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 or Design Standards 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 or the Design Standards.

18.8. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Design Standards, or other rules and regulations promulgated by the ACC, Corporation shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Design Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Corporation shall be final. Fines shall be in such reasonable and uniform amounts as Corporation shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

18.9. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CORPORATION DOCUMENTS, CORPORATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF REGENCY LAKES COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

18.9.1. IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY CORPORATION AND WHICH GOVERN OR REGULATE THE USES OF REGENCY LAKES COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF REGENCY LAKES COMMUNITY AND THE VALUE THEREOF; AND

18.9.2. CORPORATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BROWARD COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

18.9.3. THE PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE CORPORATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY

PERSONS(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A DWELLING UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF REGENCY LAKES COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST CORPORATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE CORPORATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "CORPORATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF CORPORATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

18.10. Title Documents. Each Owner by acceptance of a deed to a Dwelling Unit acknowledges that such Dwelling Unit may be subject to the following documents and all amendments thereto (collectively, the "Title Documents");

18.10.1. Resolution No. 94-68 of the City Commission of the City of Coconut Creek providing for a Water and Wastewater Agreement affecting the lands described herein as recorded on October 10, 1994 in Official Records Book 22702, Page 167.

18.10.2. Development Order as set forth in instrument recorded in Official Records Book 15794, Page 249; as modified in Official Records Book 20006, Page 335 and Official Records Book 22105, Page 702 and Corrective Notice as recorded in Official Records Book 23469, Page 457.

18.10.3. Access Easement in favor of Broward County granting access to Tract 9, Block 86, PALM BEACH FARMS CO. PLAT NO. 3 dated December 5, 1994 and recorded in Official Records Book 22897, Page 616.

18.10.4. Conservation Easement in favor of the South Florida Water Management District and the Broward County Department of Natural Resource Protection dated February 8, 1995 and recorded in Official Records Book 23519, Page 96.

18.10.5. Easements, dedication and restrictions as shown on the Plat of Regency Lakes, according to the Plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida as amended by that certain Amendment to Notation on Plat, recorded in Official Records Book 25814, Page 580.

18.10.6. Traffic Signalization Agreement with Broward County recorded December 7, 1994 in Official Records Book 22907, Page 695.

18.10.7. Road Phasing Installation Agreement with Broward County recorded December 7, 1994 in Official Records Book 22907, Page 680 and amended in Official Records Book 24500, Page 946.

18.10.8. Easements, private charges and assessments, restrictions and conditions contained in that certain Declaration and General Protective Covenants for Regency Lakes Community dated December 18, 1994, and recorded March 31, 1995 in Official Records Book 23288, Page 955, as amended in Official Records Book 23777, Page 567, Official Records Book 23831, Page 432, Official Records Book 23923, Page 488, Official Records Book 24172, Page 346, Official Records Book 24182, Page 2, Official Records Book 24667, Page 834, Official Records Book 24667, Page 912, Official Records Book 25273, Pages 295 and in Official Records Book 25273, Page 298, as affected by that certain Assignment of Declarant's Rights in favor of Lennar Homes, Inc.

18.10.9. Non-Exclusive Utility Easements in favor of Florida Power & Light Company, BellSouth Telecommunications and TCI of North Broward, Inc. as recorded in: (i) Official Records Book 23752 at Pages 366; (ii) Official Records Book 23752 at Page 403; and Official Records Book 23752 at Page 440; respectively.

18.10.10. Resolution of the City Commission of the City of Coconut Creek acknowledging and accepting utility easements and partial releases of liens from Regency Lakes to install, operate and maintain utilities recorded in Official Records Book 25177, Page 633.

18.10.11. Flowage Easement Agreement between Regency Lakes, a Florida joint venture and Cocomar Water Control District recorded in Official Records Book 25938 at Page 53.

18.10.12. Resolutions of the City Commission of the City of Coconut Creek.

18.10.13. Terms and provisions of that certain School Agreement recorded October 11, 1994 in Official Record Book 22709, Page 705.

18.10.14. Terms and provisions of that certain Recreational Impact Agreement recorded December 7, 1994 in Official Record Book 22907, Page 667.

18.10.15. Easements, private charges and assessments, restrictions and conditions contained in that certain Declaration of Restrictions for Essex Park recorded August 24, 1995 in Official Record Book 23831, Page

435 and amended in Official Record Book 24230, Page 579, and further amended in Official Record Book 25165, Page 590.

18.10.16. Easements, private charges and assessments, restrictions and conditions contained in that certain Declaration of Restrictions for Cambridge Park dated September 8, 1995 and recorded September 18, 1995 in Official Records Book 23923, Page 491, and amended in Official Record Book 24230, Page 581.

18.10.17. Easements, private charges and assessments, restrictions and conditions as contained in that certain Declaration for Mallard's Landing dated August 3, 1995 and recorded August 10, 1995 in Official Record Book 23777, Page 569, as amended in Official Record Book 24041, Page 222, as amended in Official Record Book 24230, Page 574, and amended in Official Record Book 24230, Page 577, and further amended in Official Record Book 25165, Page 588.

18.10.18. Easements, private charges and assessments, restrictions and conditions contained in that certain Declaration of Restrictions for Osprey Point dated December 15, 1995 and recorded December 21, 1995 in Official Record Book 24287, Page 433 as re-recorded in Official Record Book 24667, Page 914, and amended in Official Record Book 25091, Page 79, Official Record Book 25165, Page 585.

18.10.19. Non-Exclusive Utility Easements in favor of Florida Power & Light Company, BellSouth Telecommunications and TCI of North Broward, Inc. s recorded August 6, 1996 in Official Record Book 25229, Page 430, 436 and 443, respectively, as affected by that certain Scrivener's Error Affidavit recorded in Official Record Book 25760, Page 626.

18.10.20. Easements, private charges and assessments, restrictions and conditions contained in that certain Declaration of Restrictions for Swan's Landing dated January 31, 1996 and recorded March 28, 1996 in Official Record Book 24667, Page 836 and amended in Official Record Book 25165, Page 582.

18.10.21. Non-Exclusive Utility Easements in favor of Florida Power & Light Company, BellSouth Telecommunications and TCI of North Broward, Inc. as recorded December 30, 1996 in Official Record Book 25841, Pages 764, 771 and 779.

ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

18.11. Amendment of Title Documents. Declarant's General Development Plan for Regency Lakes Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Declarant, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Dwelling Unit:

18.11.1. Joinder. To execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

18.11.2. Comment. That such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Turnover Date, Corporation shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Original Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

[remainder of page intentionally left blank]

18.12. BSO Tower. Adjacent to Regency Lakes Community is a Broward Sheriff's Office Tower owned by Broward County (the "BSO Tower"). Broward County has access to the BSO Tower over, across and upon Common Areas described in that certain Access Easement dated December 5, 1995, entered by Regency Lakes, a Florida joint venture, comprised of Regency Development II, Inc., a Florida corporation, and Oriole Joint Venture, Ltd., a Florida limited partnership, and for the benefit of Broward County, recorded in Official Records Book 22897 at Page 616 of the Public Records.

IN WITNESS WHEREOF the Declarant has caused this Declaration to be executed and the corporate seal to be affixed hereto, all on the date first above written.

WITNESSES:

Adrienne Gerson
Print name: ADRIENNE GERSON
David M. Frampson
Print name: DAVID M FRAMPSON

LENNAR HOMES, INC. a
Florida corporation
By: [Signature]
Name: Scott Woodrey
Title: Vice President
{CORPORATE SEAL}

STATE OF FLORIDA) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20th day of June, 2000 by SCOTT WOODREY as VICE PRESIDENT of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced as identification.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
at Large
Print name: _____



JOINDER

REGENCY LAKES COMMUNITY ASSOCIATION, INC.

REGENCY LAKES COMMUNITY ASSOCIATION, INC. ("Association") does hereby acknowledge that it, and its successors in title, are bound by and subject to the Amended and Restated Declaration and General Protective Covenants for Regency Lakes Community ("Declaration"). Association agrees that this joinder is an acknowledgment only, and is not a condition to the effectiveness of such Declaration, as the Association has no right to approve any amendment to or modification of the Original Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20th day of June, 2000.

WITNESSES:

REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Adrienne Gerson
Print Name: ADRIENNE GERSON

David M. Frampton
Print Name: DAVID M. FRAMPTON

By: Torey Eisenman
NAME: Torey Eisenman
TITLE: President

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

The foregoing instrument was acknowledged before me this 20th day of June, 2000
Torey Eisenman as president of REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:

Cheryl R. Magro
NOTARY PUBLIC, State of Florida
at Large

Print name: _____



Exhibit A - Legal Description of Regency Lakes Community
as of the Date of Recording of Amended and Restated Declaration

LEGAL DESCRIPTION

DESCRIPTION: (PODS A,B,D)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel "A"; thence S 00° 24' 54" E along the East line thereof, a distance of 497.47 feet; thence S 89° 36' 21" W, a distance of 401.55 feet; thence S 89° 45' 24" W, a distance of 68.61 feet; thence S 00° 09' 22" E, a distance of 65.69 feet; thence S 05° 47' 32" E, a distance of 74.64 feet; thence N 89° 36' 21" E, a distance of 348.08 feet; thence S 10° 01' 08" E, a distance of 142.62 feet; thence S 00° 23' 39" E, a distance of 329.38 feet; thence S 89° 36' 21" W, a distance of 399.51 feet to a point of curvature having a radius of 700.00 feet, a central angle of 11° 47' 12", an arc distance of 144.00 feet to a point; thence N 60° 08' 59" W, a distance of 33.48 feet; thence N 18° 07' 07" W, a distance of 26.67 feet to a point of intersection with a non-tangent curve; thence Easterly, Northerly and Westerly along the arc of a curve to the left whose radius point bears N 47° 37' 33" W, having a radius of 67.00 feet, a central angle of 116° 58' 21", an arc distance of 136.78 feet to a point of non-tangency; thence N 15° 24' 06" E, a distance of 74.16 feet; thence N 00° 09' 22" W, a distance of 106.11 feet; thence N 09° 42' 39" W, a distance of 180.94 feet; thence N 00° 09' 22" W, a distance of 128.98 feet; thence S 89° 36' 21" W, a distance of 211.40 feet; thence S 82° 09' 49" W, a distance of 96.29 feet; thence S 89° 36' 21" W, a distance of 243.07 feet; thence N 00° 24' 54" W, a distance of 497.47 feet to a point of intersection with the North line of said Parcel "A"; thence N 89° 36' 21" E along said North line, a distance of 1260.06 feet to the POINT OF BEGINNING.

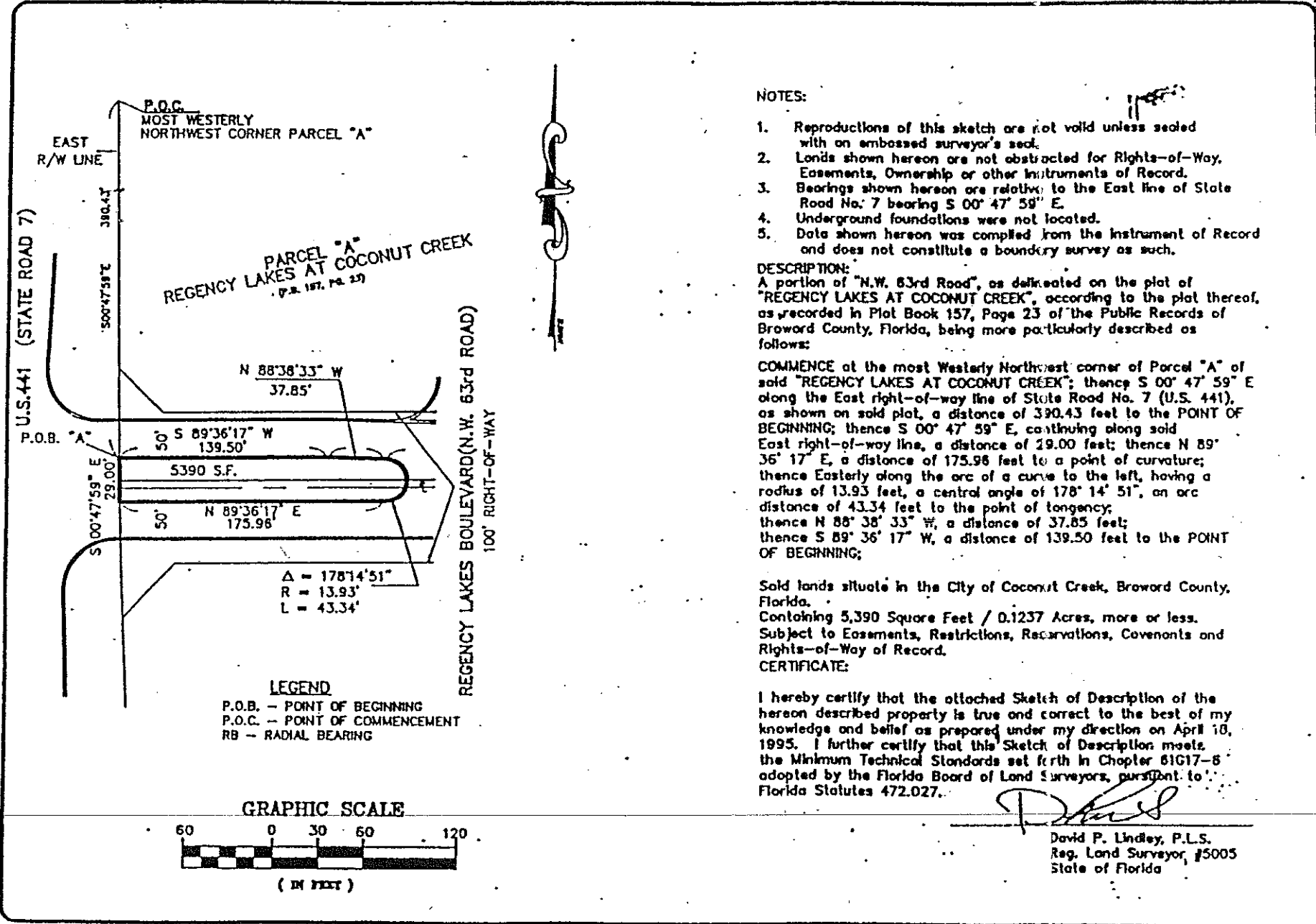
Said lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 934,022 Square Feet, 21.442 Acres more or less.

All the property subject to the following Declarations:

- A. Declaration of Restrictions for Cambridge Park at Regency Lakes recorded in Official Records Book 23923 at Page 491 of the Public Records of Broward County, Florida, as amended.
- B. Declaration of Restrictions for Essex Park at Regency Lakes recorded in Official Records Book 23831 at Page 435 of the Public Records of Broward County, Florida, as amended.
- C. Declaration of Restrictions for Mallard Landing at Regency Lakes recorded in Official Records Book 23777 at Page 569 of the Public Records of Broward County, Florida, as amended.
- D. Declaration of Restrictions for Osprey Point at Regency Lakes recorded in Official Records Book 24287 at Page 433 and recorded in Official Records Book 24667 at Page 914 of the Public Records of Broward County, Florida, as amended.
- E. Declaration of Restrictions for Swan's Landing at Regency Lakes recorded in Official Records Book 24667 at Page 836 of the Public Records of Broward County, Florida, as amended.
- F. Declaration of Restrictions for Eagle Cay at Regency Lakes recorded in Official Records Book 24182 at Page 7 of the Public Records of Broward County, Florida, as amended.
- G. Declaration of Restrictions for Brittany Park at Regency Lakes recorded in Official Records Book 28234 at Page 58 of the Public Records of Broward County, Florida, as amended.
- H. Declaration of Restrictions for Fairmont at Regency Lakes recorded in Official Records Book 29958 at Page 1425 of the Public Records of Broward County, Florida, as amended.

Property Use: Clock Tower, Water Fountain and Median Entry Features



DATE 4/18/95
SCALE AS SHOWN
DRAWN DPL
CHECKED [Signature]

REVISIONS

CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planning - Surveying
7501A West Palm Beach Post Road - Suite 100A
Boca Raton, Florida 33433 (561) 382-1991

~~Complete Submittal~~
Permit # 30

Property Use: Entry Wall with Signage, at Regency Lakes Boulevard and State Road 7.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929.
4. Bearings shown hereon are relative to the record plat.
5. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
6. Underground foundations were not located.
7. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION:

A portion of Northwest 63rd Road, as shown on the plat of "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the most Westerly Northwest corner of Parcel "A" of said plat; thence S 00° 47' 59" E along the West line of said Parcel "A", a distance of 330.64 feet to the POINT OF BEGINNING "A"; thence S 45° 35' 51" E along the North right-of-way line of "N.W. 63rd Road", as shown on said plat, a distance of 42.28 feet to Point "A"; thence S 89° 36' 17" W, a distance of 12.85 feet; thence N 00° 47' 59" W, a distance of 12.14 feet; thence N 45° 35' 51" W, a distance of 24.04 feet to a point of intersection with the east right-of-way line of State Road No. 7; thence N 00° 47' 59" W along said right-of-way line, a distance of 0.71 feet to POINT OF BEGINNING "A".

TOGETHER WITH

Commencing at aforesaid Point "A"; thence S 05° 02' 51" E, a distance of 93.17 feet to POINT OF BEGINNING "B"; thence S 00° 00' 00" E, a distance of 8.85 feet to a point of intersection with a line 0.20 feet northerly of and parallel with, as measured at right angles to the corner chord of the southerly right-of-way line of said N.W. 63rd Road a distance of 343° 44' 54" W along said south parallel line, a distance of 50.24 feet to a point of intersection with the east Right-of-Way line of State Road No. 7; thence N 01° 39' 01" W along said east Right-of-Way line, a distance of 38.95 feet; thence N 83° 18' 51" E, a distance of 36.11 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida. Containing 914.7 square feet, more or less. Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on November 5, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

D. Lindley

David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida



CAULFIELD & WHIBLER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmville Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1991

ADJUDICATORS

DATE	11/8/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	MSC
PLANNED BY	N/A
PAGE	N/A

Composite Exhibit
15-1-85

Property Use: Entry Wall with Signage and Landscaping at Regency Lakes
Boulevard and State Road 7.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the West line of Parcel "A" bearing S 00° 47' 59" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (AREA "A")

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the most Westerly Northwest corner of said Parcel "A"; thence S 00° 47' 59" E along the West line of said Parcel "A", a distance of 308.44 feet to the POINT OF BEGINNING "A"; thence continuing S 00° 47' 59" E along said West line, a distance of 22.20 feet; thence S 45° 35' 57" E along said West line, a distance of 42.28 feet; thence N 89° 36' 16" E along a boundary line of said Parcel "A", a distance of 1.64 feet; thence N 00° 00' 00" E, a distance of 13.13 feet; thence N 45° 00' 00" W, a distance of 38.17 feet; thence N 00° 48' 58" W, a distance of 11.73 feet; thence S 89° 12' 01" W, a distance of 5.00 feet to the POINT OF BEGINNING.


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

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley

David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida



CAULFIELD & WHEELER, INC
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmville Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 382-1191


REVISIONS

DATE	4/6/95
SCALE	AS SHOWN
DRAWN BY	
CHECKED BY	
PLOTTED BY	N/A

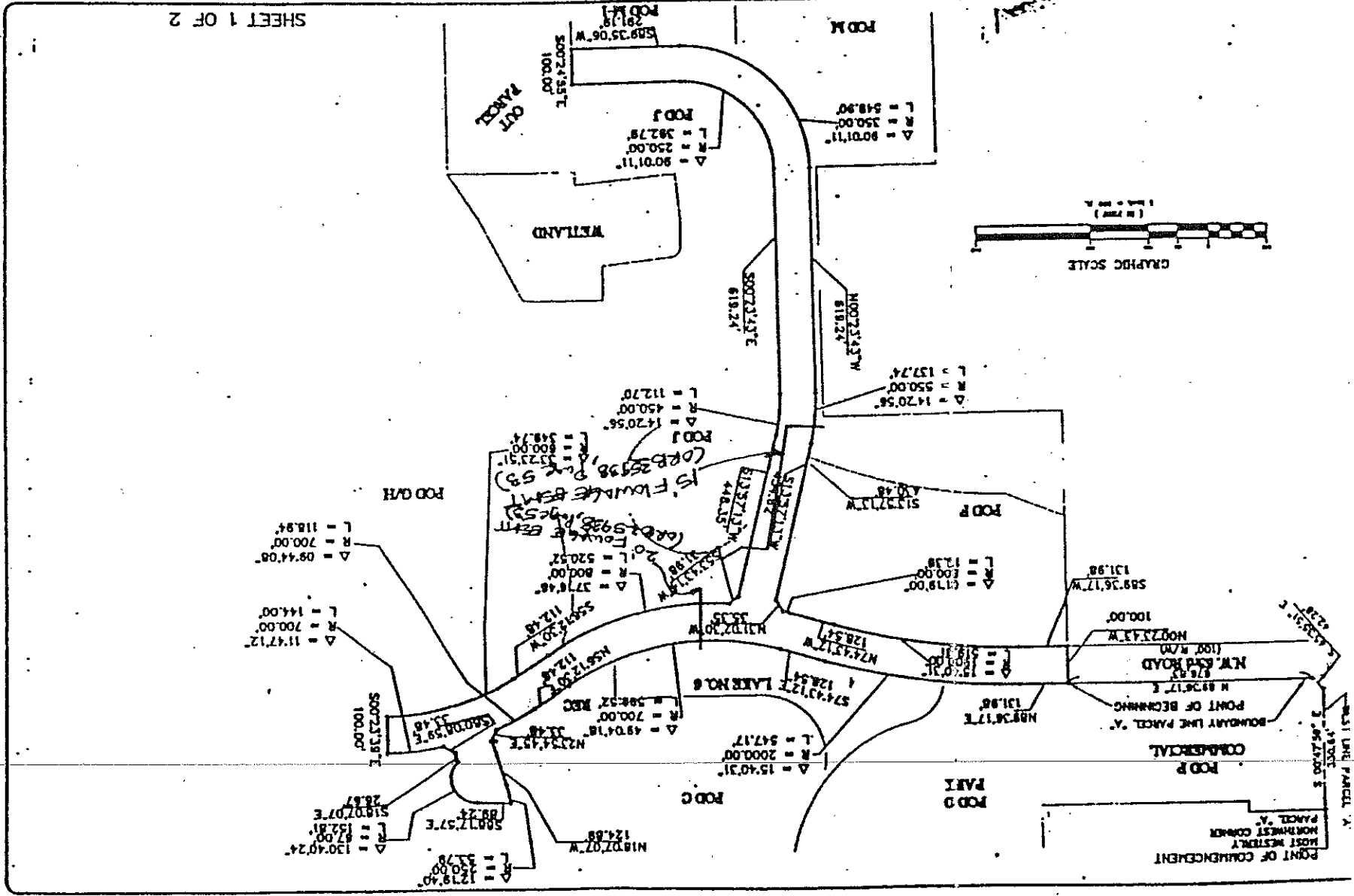
4/2/08
DATE
BY
DESIGNED BY
APPROVED BY
DATE
BY
DATE

REGENCY LAKES
ROADWAY, DRAINAGE
AND UTILITY TRACI
SKETCH OF DESCRIPTION

CAIRFIELD & WHEELER, INC.
 Consulting Engineers - Land Planning - Engineering
 2204 West Pioneer Trail, Suite 100
 Bend, Oregon 97703 (503) - 325-1993



SHEET 1 OF 2



Composite Exhibit
 10-30-08

12

Property Purpose: Roadway, Drainage and Utility Tract.

DESCRIPTION: (ROADWAY, DRAINAGE & UTILITY TRACT)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida being more particularly described as follows:

COMMENCE at the most Westerly Northwest corner of said Parcel "A"; thence S 00°47'59" E along the West line of said Parcel "A", a distance of 330.64 feet; thence S 45°35'51" E, a distance of 42.28 feet; thence N 89°36'17" E, a distance of 576.83 feet (the previous two courses and distances are along the boundary line of said Parcel "A" to the POINT OF BEGINNING; thence N 89°36'17" E, a distance of 131.98 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 2000.00 feet, a central angle of 15°40'31", an arc distance of 547.17 feet to a point of tangency; thence Easterly along the arc of a curve to the left, having a radius of 700.00 feet, a central angle of 49°04'18", an arc distance of 599.52 feet to a point of tangency; thence N 56°12'30" E, a distance of 112.48 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 700.00 feet, a central angle of 09°44'08", an arc distance of 118.94 feet to the point of intersection with a non-tangent line; thence N 23°54'46" E, a distance of 33.48 feet; thence N 18°07'07" W, a distance of 124.89 feet to a point of curvature; thence Northerly along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 12°19'40", an arc distance of 53.79 feet to the point of intersection with a non-tangent line; thence S 88°17'57" E, a distance of 89.24 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 67.00 feet, a central angle of 130°40'24", an arc distance of 152.81 feet to the point of intersection with a non-tangent line; thence S 18°07'07" E, a distance of 26.67 feet; thence S 60°06'58" E, a distance of 33.48 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the right whose radius point bears S 12°10'51" E, having a radius of 700.00 feet, a central angle of 11°47'12", an arc distance of 144.00 feet to the point of intersection with a non-tangent line; thence S 00°23'39" E, a distance of 100.00 feet; to a point of intersection with a non-tangent curve, thence Westerly along the arc of a curve to the left whose radius point bears S 00°23'39" E, having a radius of 600.00 feet, a central angle of 33°23'51", an arc distance of 349.74 feet to a point of tangency; thence S 56°12'30" W, a distance of 112.48 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right, having a radius of 800.00 feet, a central angle of 37°16'46", an arc distance of 520.52 feet to the point of intersection with a non-tangent line; thence S 53°43'14" W, a distance of 31.98 feet; thence S 13°37'13" W, a distance of 448.35 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 450.00 feet, a central angle of 14°20'56", an arc distance of 112.70 feet to a point of tangency; thence S 00°23'43" E, a distance of 619.24 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 250.00 feet, a central angle of 90°01'11", an arc distance of 392.79 feet to a point of tangency; thence N 89°35'06" E, a distance of 291.19 feet; thence S 00°24'55" E, a distance of 100.00 feet; thence S 89°35'06" W, a distance of 291.19 feet to a point of curvature; thence Westerly along the arc of a curve to the right, having a radius of 350.00 feet, a central angle of 90°01'11", an arc distance of 549.90 feet to a point of tangency; thence N 00°23'43" W, a distance of 619.24 feet to a point of curvature; thence Northerly along the arc of a curve to the right, having a radius of 550.00 feet, a central angle of 14°20'56", an arc distance of 137.74 feet to a point of tangency; thence N 13°57'13" E, a distance of 434.62 feet; thence N 31°02'30" W, a distance of 35.35 feet; to a point of intersection with a non-tangent curve, thence Westerly along the arc of a curve to the right whose radius point bears N 13°57'47" E, having a radius of 800.00 feet, a central angle of 01°19'00", an arc distance of 18.39 feet to a point of tangency; thence N 74°43'12" W, a distance of 128.54 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 1900.00 feet, a central angle of 15°40'31", an arc distance of 519.81 feet to a point of tangency; thence S 89°36'17" W, a distance of 131.98 feet; thence N 00°23'43" W, a distance of 100.00 feet to the POINT OF BEGINNING.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not obstructed for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the West line of Parcel "A" bearing S 00° 47' 59" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 10, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

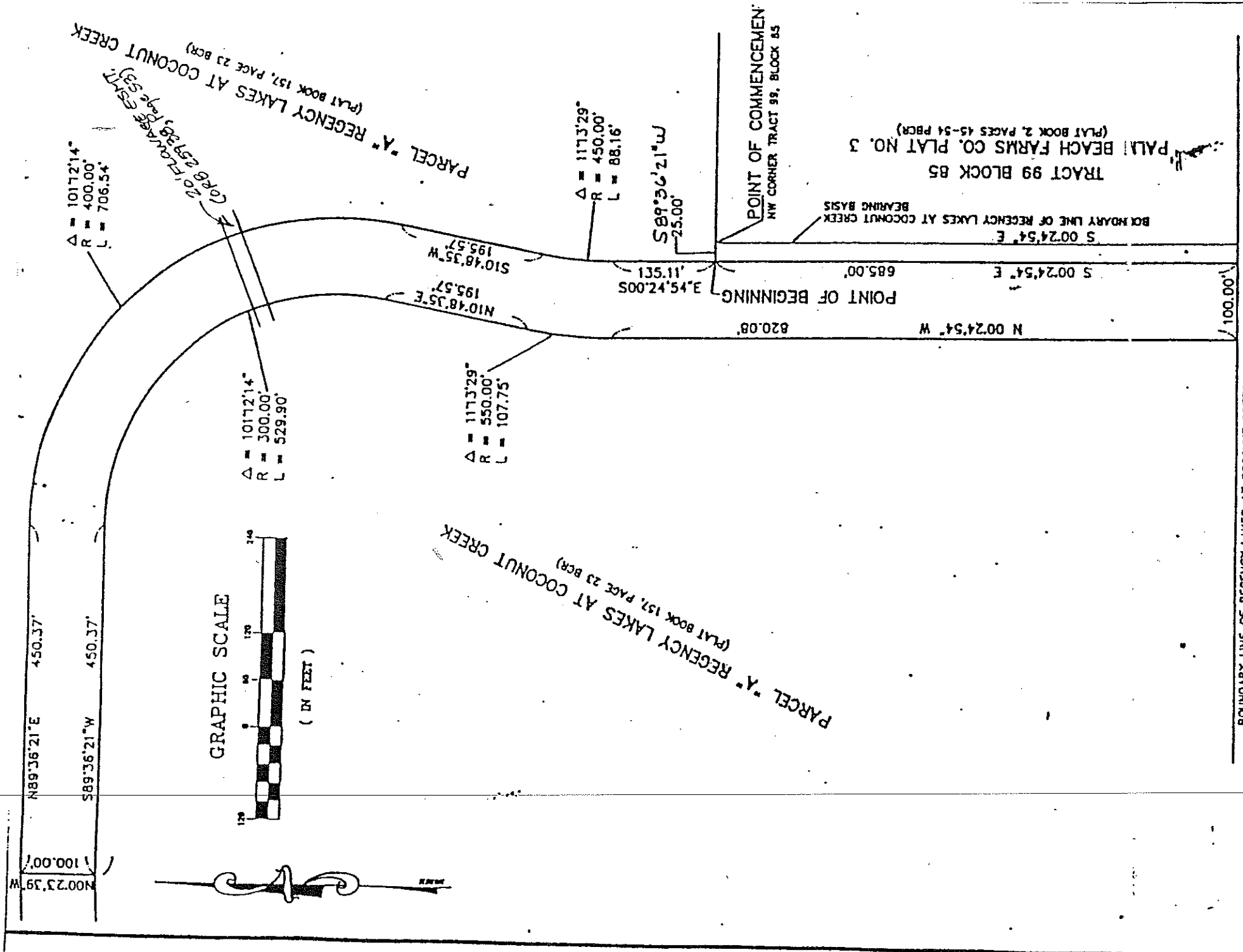
David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida

REVISIONS

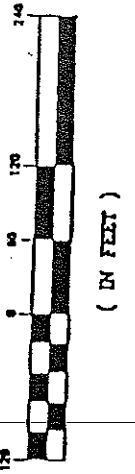
DATE	4/8/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
PLotted By	N/A

OR BK 30619 PG 2022

OR BK 30619 PG 2022



GRAPHIC SCALE



BOUNDARY LINE OF REGENCY LAKES AT COCONUT CREEK S89°36'21"W

PALM BEACH FARMS CO. PLAT NO. 3 (PLAT BOOK 2, PAGES 45-54 PBCR)

SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmolive Park Road - Suite 100A
 Boca Raton, Florida 33433 (561) - 392-1981

REGENCY LAKES AT COCONUT CREEK
100' ROADWAY, DRAINAGE AND UTILITY TRACT

REVISIONS
Revised
11-4-76

DATE	7/9/96
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	IMM
FIELD BY	N/A
PAGE	N/A
TOTAL PAGES	277R

POINT OF BEGINNING
 820.08' N 00°24'54" W
 100.00'
 100.00' S 89°36'21" W

POINT OF COMMENCEMENT
 NW CORNER TRACT 99, BLOCK 85

TRACT 99 BLOCK 85
 PALM BEACH FARMS CO. PLAT NO. 3
 (PLAT BOOK 2, PAGES 45-54 PBCR)

BOUNDARY LINE OF REGENCY LAKES AT COCONUT CREEK BEARING BASIS

S 00°24'54" E 685.00'
 S 00°24'54" E 11.5C1
 3,454.2005'
 110°48'35"E 195.57'
 110°48'35"E 195.57'
 S10°48'35"W 195.57'

PARCEL "A" REGENCY LAKES AT COCONUT CREEK
 (PLAT BOOK 157, PAGE 23 BCR)

2017 CHANGE SKM
 CORE 257389 (Page 3)

Δ = 117°32'9"
 R = 450.00'
 L = 88.16'

S 89°36'21" W
 25.00'

Δ = 101°12'14"
 R = 300.00'
 L = 529.90'

Δ = 117°32'9"
 R = 550.00'
 L = 107.75'

Δ = 101°12'14"
 R = 400.00'
 L = 706.54'

~~Complete Exhibit~~
Page ~~7~~ of ~~22~~

Property Purpose: Roadway, Drainage and Utility Tract.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership or other Instruments of Record.
3. Bearings shown hereon are relative to the record plat.
4. Underground foundations were not located.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (PHASE 2 ROADWAY, DRAINAGE, UTILITY TRACT)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of Tract 99, Block 85, as shown on "THE PALM BEACH FARMS CO. PLAT NO. 3", as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida, also being a corner of said Parcel "A", "REGENCY LAKES AT COCONUT CREEK"; thence S 89° 36' 21" W, a distance of 25.00 feet to the POINT OF BEGINNING; thence S 00° 24' 54" E, a distance of 685.00 feet to a point of intersection with a boundary line of aforesaid Parcel "A"; thence S 89° 36' 21" W along said boundary line, a distance of 100.00 feet; thence N 00° 24' 54" W, a distance of 820.08 feet to a point of tangency; thence Northerly along the arc of a curve to the right having a radius of 550.00 feet, a central angle of 11° 13' 29", an arc distance of 107.75 feet to a point of tangency; thence N 10° 48' 35" E, a distance of 195.57 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left having a radius of 300.00 feet, a central angle of 101° 12' 14", an arc distance of 529.90 feet to a point of tangency; thence S 89° 36' 21" W, a distance of 450.37 feet; thence N 00° 23' 39" W, a distance of 100.00 feet; thence N 89° 36' 21" E, a distance of 450.37 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right having a radius of 400.00 feet, a central angle of 101° 12' 14", an arc distance of 706.54 feet to a point of tangency; thence S 10° 48' 35" W, a distance of 195.57 feet to a point of curvature; thence Southerly along the arc of a curve to the left having a radius of 450.00 feet, a central angle of 11° 13' 29", an arc distance of 88.16 feet to a point of tangency; thence S 00° 24' 54" E, a distance of 135.11 feet to the POINT OF BEGINNING.

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

Containing 218,221 Square Feet / 5.01 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants and Rights-of-Way of Record.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on July 10, 1996. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida LB #3591

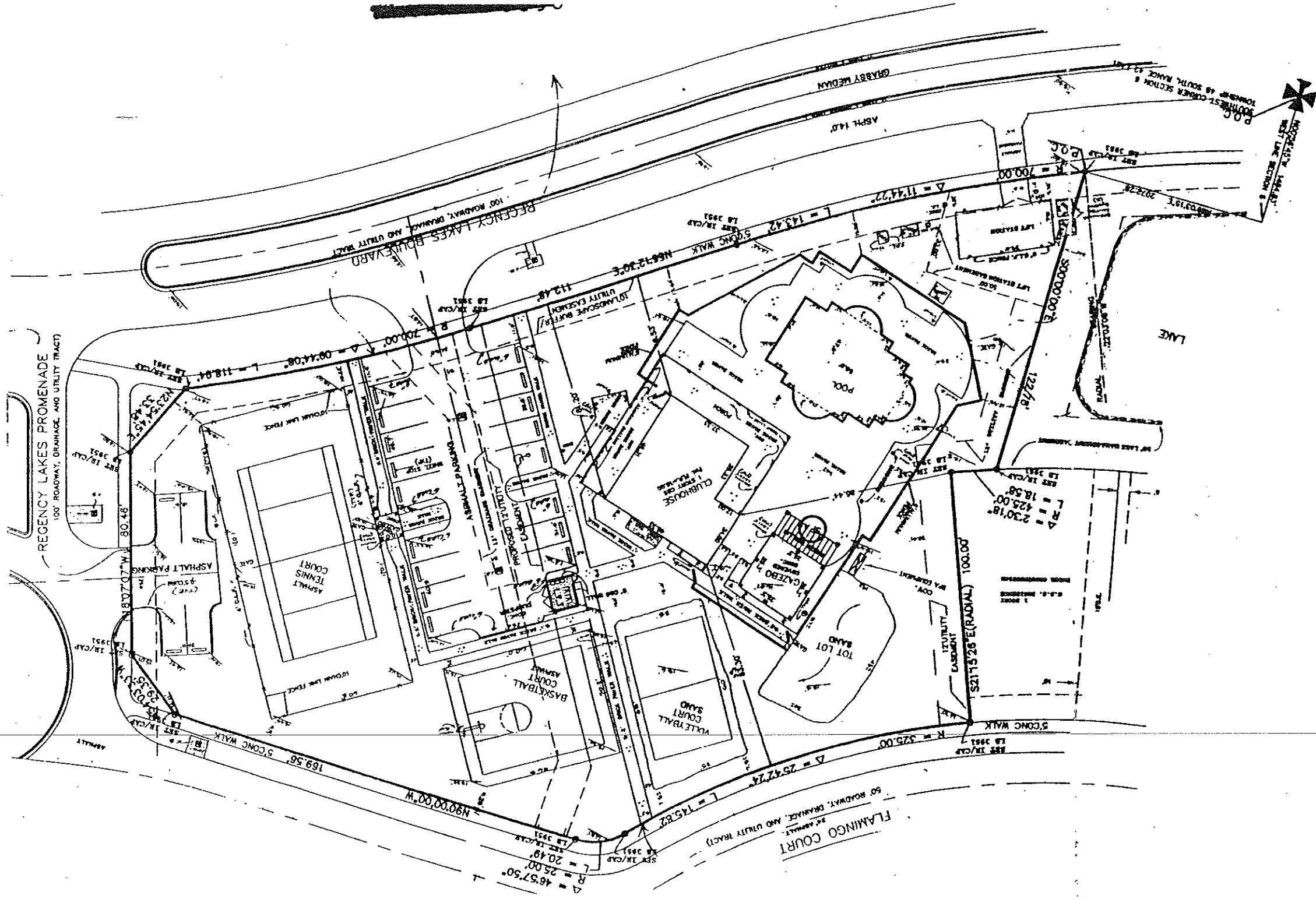


CAULFIELD & WEBBELLER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmview Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 382-1881

REGENCY LAKES AT COCONUT CREEK

REVISIONS

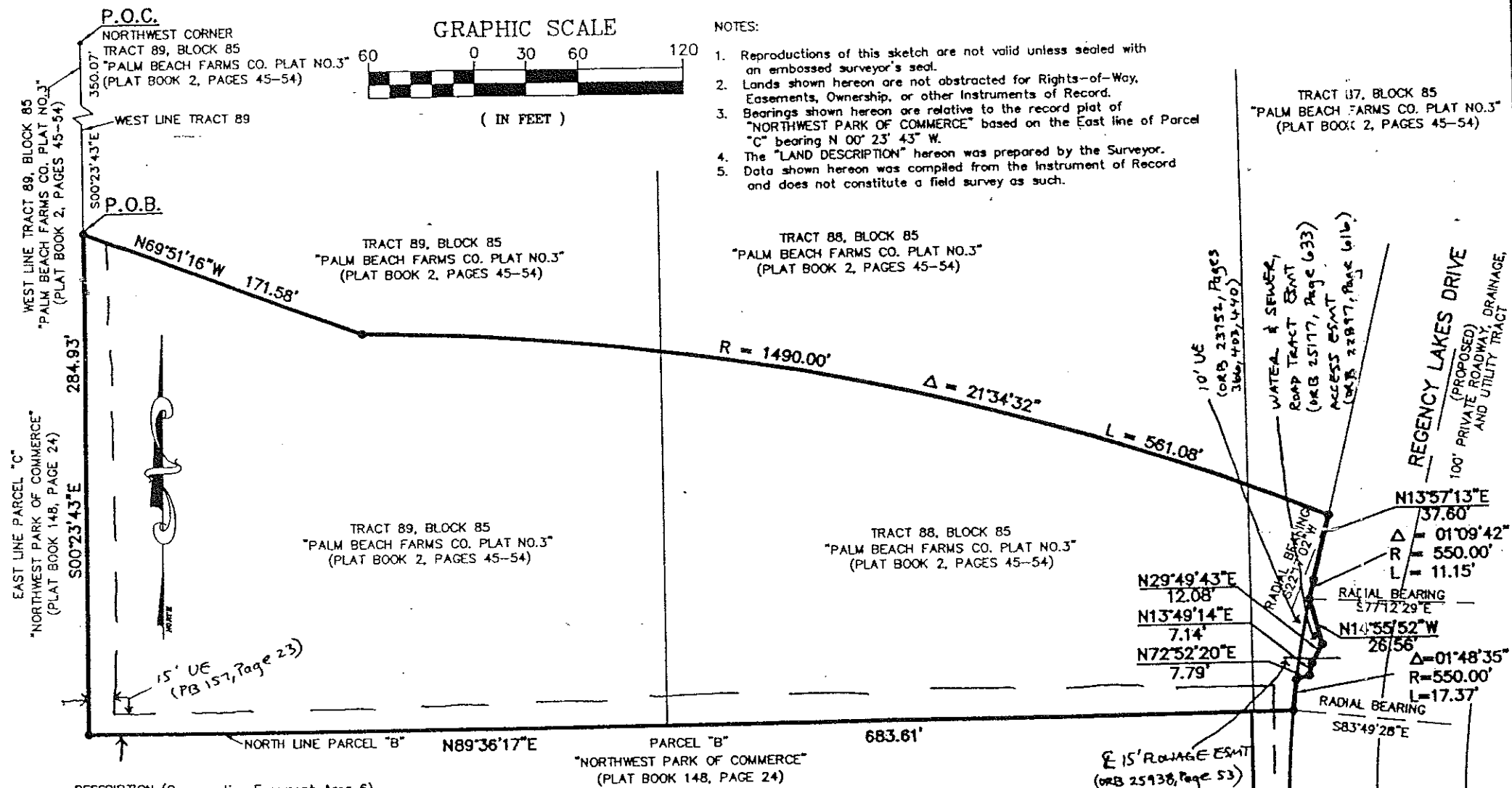
DATE	7/9/96
SCALE	AS SHOWN
DRAWN BY	DEL
CHECKED BY	IMM
FLD. BY	N/A
PAGE	N/A



Handwritten initials or a signature, possibly "AW", located in the bottom left corner of the page.

BK 2018180030

OR BK 30619 PG 2026



DATE	10-18-
SCALE	1" = 60'
DRN. BY	I.M.M.
CKD. BY	D.P.L.
FLD. BK.	N/A
PAGE	N/A
JOB NO.	2228

REVISIONS	
REVISED LEGAL	3/17/97
REVISED	4/21/97

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmetto Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1991

REGENCY LAKES - CONSERVATION AREA (6)
 SKETCH OF DESCRIPTION

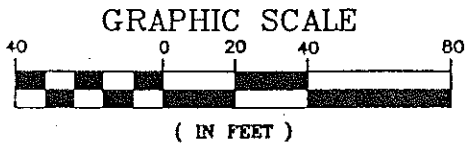
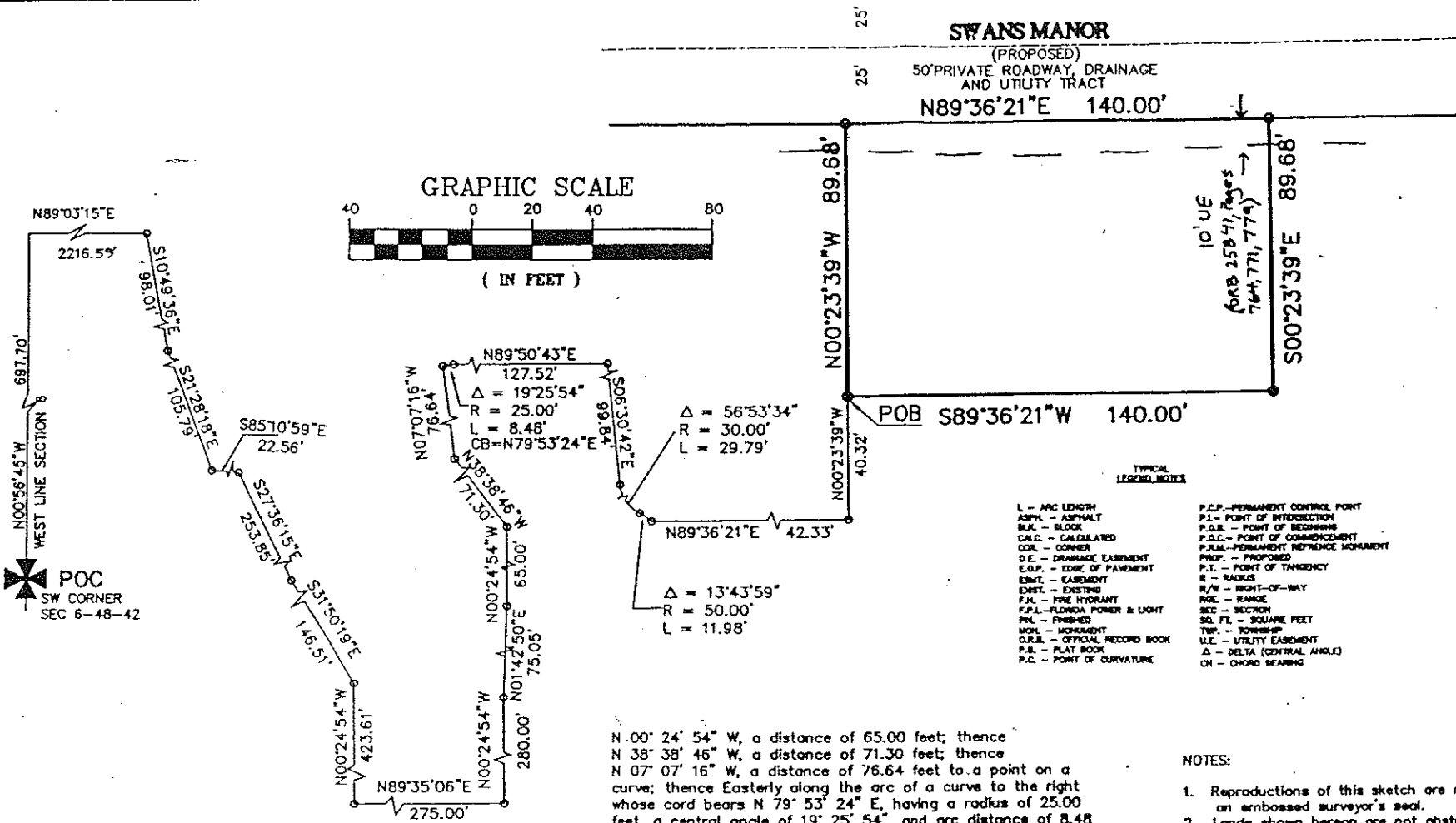
CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on October 18, 1994. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley
 David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida

2025-10-20-94

OR BK 30619 PG 2027



TYPICAL LEGEND, METERS

L - ARC LENGTH	P.C.P. - PERMANENT CONTROL POINT
ASPH. - ASPHALT	P.I. - POINT OF INTERSECTION
BLK. - BLOCK	P.O.B. - POINT OF BEGINNING
CALC. - CALCULATED	P.O.C. - POINT OF COMMENCEMENT
COR. - CORNER	P.R.M. - PERMANENT REFERENCE MONUMENT
D.E. - DRAINAGE EASEMENT	PROP. - PROPOSED
E.O.P. - EDGE OF PAVEMENT	P.T. - POINT OF TANGENCY
EASEM. - EASEMENT	R - RADIUS
EXIST. - EXISTING	R/W - RIGHT-OF-WAY
F.H. - FIRE HYDRANT	RNG. - RANGE
F.P.L. - FLORIDA POWER & LIGHT	SEC. - SECTION
FRL - FENCED	SQ. FT. - SQUARE FEET
MOE - MONUMENT	TIP - TOWER
O.R.B. - OFFICIAL RECORD BOOK	U.E. - UTILITY EASEMENT
P.B. - PLAT BOOK	Δ - DELTA (CENTRAL ANGLE)
P.C. - POINT OF CURVATURE	CH - CHORD BEARING

LEGAL DESCRIPTION (POD K)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N00° 56' 45" W along the west line thereof, a distance of 697.70 feet; thence N 89° 03' 15" E, a distance of 2216.59 feet; thence S 10° 49' 36" E, a distance of 98.01 feet; thence S 21° 28' 18" E, a distance of 105.79 feet; thence S 85° 10' 59" E, a distance of 22.56 feet; thence S 27° 36' 15" E, a distance of 253.85 feet; thence S 31° 50' 19" E, a distance of 146.51 feet; thence S 00° 24' 54" W, a distance of 423.61 feet; thence N 89° 35' 06" E, a distance of 275.00 feet; thence N 00° 24' 54" W, a distance of 280.00 feet; thence N 01° 42' 50" E, a distance of 75.05 feet; thence

N 00° 24' 54" W, a distance of 65.00 feet; thence N 38° 38' 46" W, a distance of 71.30 feet; thence N 07° 07' 16" W, a distance of 76.64 feet to a point on a curve; thence Easterly along the arc of a curve to the right whose cord bears N 79° 53' 24" E, having a radius of 25.00 feet, a central angle of 19° 25' 54", and arc distance of 8.48 feet to a point of tangency; thence N 89° 50' 43" E, a distance of 127.52 feet; thence S 06° 30' 42" E, a distance of 99.84 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 56° 53' 34", and arc distance of 29.79 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 13° 43' 59", and an arc distance of 11.98 feet to a point; thence N 89° 36' 21" E, a distance of 42.33 feet; thence N 00° 23' 39" W, a distance of 40.32 feet; to the POINT OF BEGINNING; thence continue N00° 23' 39" W, a distance of 89.68 feet; thence N89° 36' 21" E, a distance of 140.00 feet; thence S00° 23' 39" E, a distance of 89.68 feet; thence S89° 36' 21" W, a distance of 140.00 feet to the POINT OF BEGINNING

Said lands situate in the City of Coconut Creek, Broward County, Florida.
Containing 12,555 sq.ft./ 0.288 Acres, more or less.
Sub to Easements, Restrictions, Reservations, Covenants, and Right-of-Way of Record.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the record plat of "NORTHWEST PARK OF COMMERCE" based on the East line of Parcel "C" bearing N 00° 23' 43" W.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a field survey as such.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as surveyed under my direction on OCTOBER 20, 1994. I further certify that this Boundary Survey meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindsey, P.L.S.
Reg. Land Surveyor #5005
State of Florida

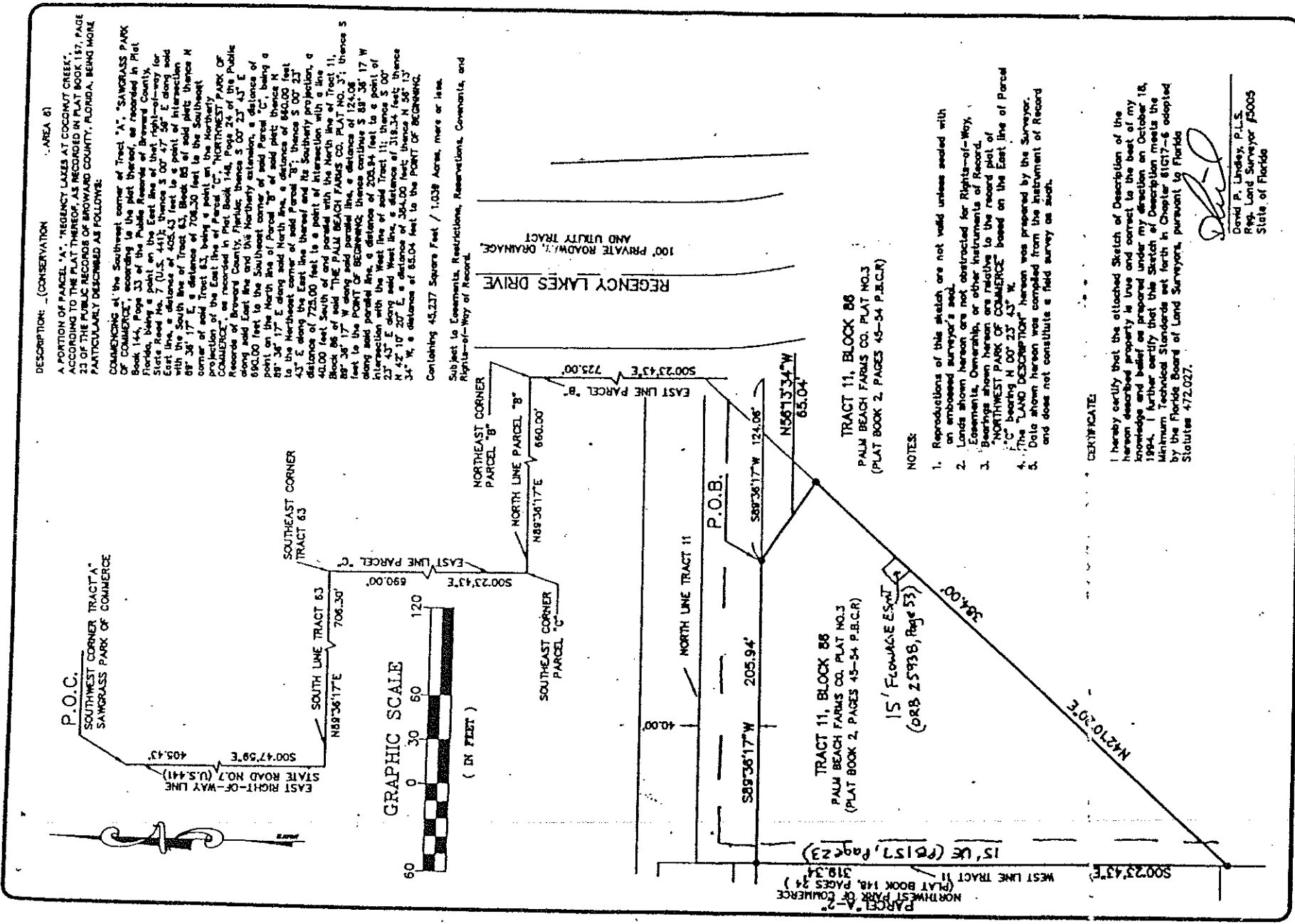
DATE	10-20-94
SCALE	1" = 40'
DRY.FY I.M.M.	
CKD.BY D.P.L.	
F.LD.BK.	N/A
PAGE	N/A
JOB NO.	2228

REVISIONS	
REVISED LEGAL	3/17/97
REVISED	4/22/97

CAULFIELD & WEBBLER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmetto Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1991

REGENCY LAKES - CONSERVATION AREA (4)
 SKETCH OF DESCRIPTION

~~Composite Exhibit~~
~~Page~~



DESCRIPTION: (CONSERVATION AREA 61)
 A PORTION OF PARCEL 14, "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING at the Southwest corner of Tract "A", "SAWGRASS PARK OF COMMERCE", according to the Plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida, being a point on the East line of the right-of-way for State Road No. 7 (U.S. 441); thence S 00° 47' 47" E, along said East line, a distance of 405.43 feet to a point of intersection with the South line of Tract 63, Block 86 of said plat; thence N 89° 38' 17" E, a distance of 706.30 feet to the Southeast corner of said Tract 63, being a point on the North line of "COMMERCE", as recorded in Plat Book 148, Page 24 of the Public Records of Broward County, Florida; thence S 00° 23' 43" E, a distance of 690.00 feet to the Southeast corner of said Parcel "C", being a point on the North line of Parcel "B" of said plat; thence N 89° 38' 17" E, along said North line, a distance of 660.00 feet to the Northwest corner of said Parcel "B"; thence S 00° 23' 43" E, a distance of 723.00 feet to a point of intersection with a line 40.00 feet wide, and parallel with the North line of Tract 11, Block 86 of said plat; thence S 88° 36' 17" W, a distance of 205.94 feet to the POINT OF BEGINNING, thence continue S 88° 36' 17" W along said parallel line, a distance of 205.94 feet to a point of intersection with the West line of said Tract 11; thence S 00° 23' 43" E, along said West line, a distance of 318.34 feet; thence N 42° 10' 20" E, a distance of 34.00 feet; thence N 56° 13' 34" W, a distance of 85.04 feet to the POINT OF BEGINNING.
 Containing 45,237 Square Feet / 1.038 Acres, more or less.
 Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

TRACT 11, BLOCK 86
 PALM BEACH FARMS CO. PLAT NO. 3
 (PLAT BOOK 2, PAGES 45-54 P.B.C.R.)

- NOTES:
1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
 2. Lands shown hereon are not obstructed for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
 3. Bearings shown hereon are readable to the record plat of "NORTHWEST PARK OF COMMERCE" based on the East line of Parcel "C" bearing N 00° 23' 43" W.
 4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
 5. Data shown hereon was compiled from the Instrument of Record and does not constitute a field survey as such.

CERTIFICATE

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my description on October 18, 1994. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 81G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

[Signature]

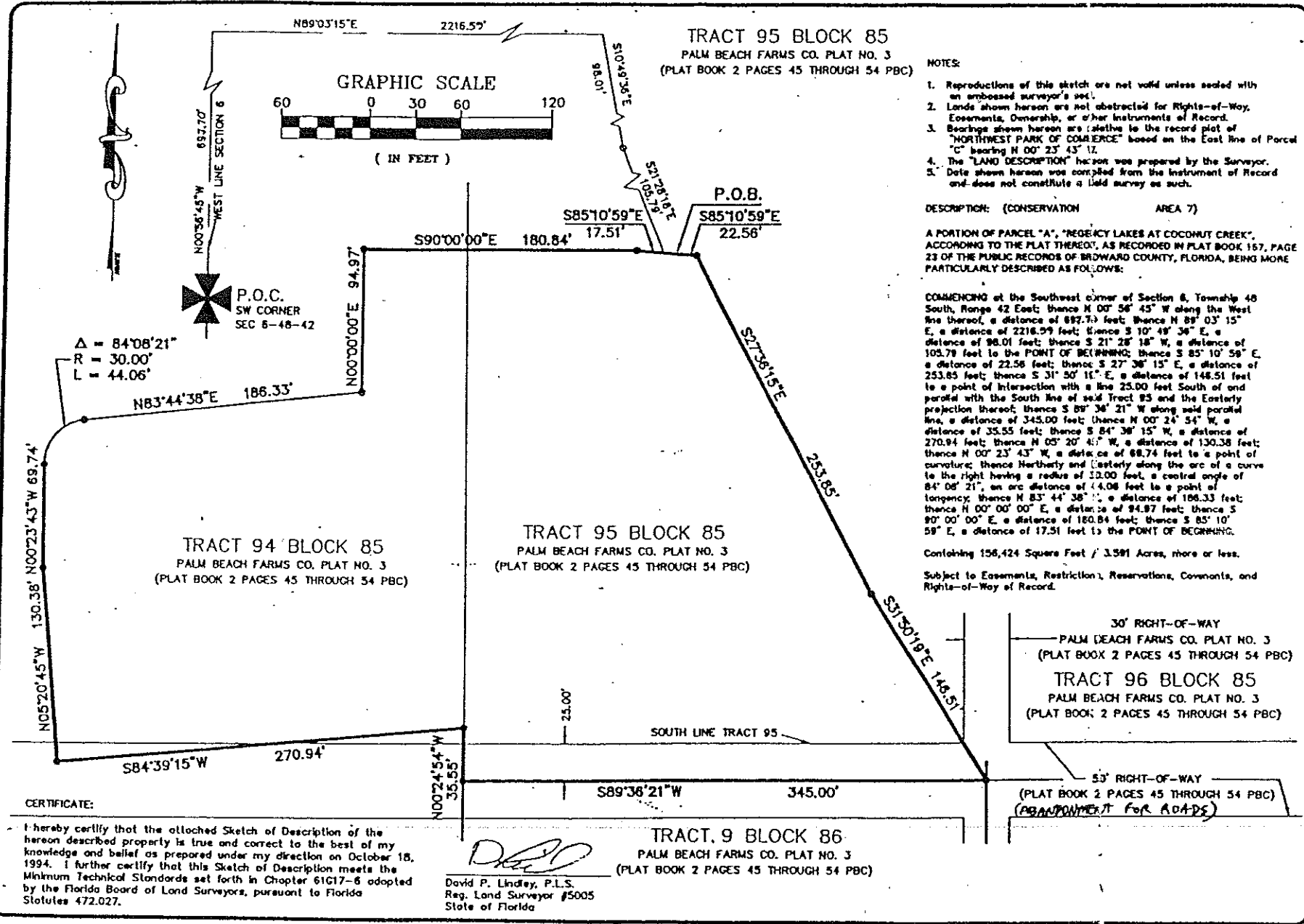
David P. Lindsey, P.L.S.
 Reg. Land Surveyor #3005
 State of Florida

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palm Beach, Palm Beach - Suite 100A
 Boca Raton, Florida 33433 (407) - 382-1981

REGENCY LAKES - CONSERVATION Area (B)
 SKETCH OF DESCRIPTION

REVISIONS	
REVISE LEGAL	3/12/97

DATE	10-18-94
SCALE	1" = 60'
DRAWN BY	T.M.M.
CHECKED BY	D.P.L.
FLD. B.K.	N/A
PAGE	N/A
JOB NO.	2228



NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the record plot of "NORTHWEST PARK OF COMMERCE" based on the East line of Parcel "C" bearing N 00° 23' 43" 17.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Date shown hereon was compiled from the Instrument of Record and does not constitute a field survey as such.

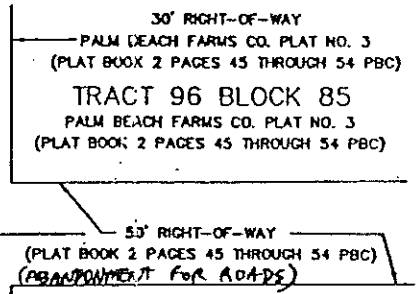
DESCRIPTION: (CONSERVATION AREA 7)

A PORTION OF PARCEL "A", "REGACY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N 00° 56' 43" W along the West line thereof, a distance of 887.70 feet; thence N 89° 03' 15" E, a distance of 2216.59 feet; thence S 10° 49' 36" E, a distance of 98.01 feet; thence S 21° 28' 18" W, a distance of 103.79 feet to the POINT OF BEGINNING; thence S 85° 10' 59" E, a distance of 22.56 feet; thence S 27° 38' 13" E, a distance of 253.85 feet; thence S 31° 50' 11" E, a distance of 148.51 feet to a point of intersection with a line 25.00 feet South of and parallel with the South line of said Tract 85 and the Easterly projection thereof; thence S 89° 36' 21" W along said parallel line, a distance of 345.00 feet; thence N 00° 24' 54" W, a distance of 35.55 feet; thence S 84° 38' 15" W, a distance of 270.94 feet; thence N 05° 20' 41" W, a distance of 130.38 feet; thence N 00° 23' 43" W, a distance of 88.74 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 84° 08' 21", an arc distance of 14.08 feet to a point of tangency; thence N 85° 44' 38" E, a distance of 186.33 feet; thence N 00° 00' 00" E, a distance of 84.97 feet; thence S 80° 00' 00" E, a distance of 180.84 feet; thence S 85° 10' 59" E, a distance of 17.51 feet to the POINT OF BEGINNING.

Containing 156,424 Square Feet / 3.581 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.



CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on October 18, 1994. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley
 David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida

TRACT, 9 BLOCK 86
 PALM BEACH FARMS CO. PLAT NO. 3
 (PLAT BOOK 2 PAGES 45 THROUGH 54 PBC)

TRACT 96 BLOCK 85
 PALM BEACH FARMS CO. PLAT NO. 3
 (PLAT BOOK 2 PAGES 45 THROUGH 54 PBC)

DATE	10-18-94
SCALE	1" = 60'
DRAWN BY	I.M.M.
CHECKED BY	D.P.L.
FIELD BOOK	N/A
PAGE	N/A
JOB NO.	2228

REVISIONS	
REVISION	1/1/97
REVISION	1/1/97
REVISION	
REVISION	
REVISION	

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7501A West Palmbeach Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 382-1991

REGENCY LAKES - CONSERVATION AREA (7)
 SKETCH OF DESCRIPTION

Composite Exhibit
Page 20

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other instruments of Record.
3. Bearings shown hereon are relative to the North line of Parcel "A" bearing N 89° 36' 21" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (LAKE NO. 1)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Northerly Northwest corner of said Parcel "A"; thence N 89° 36' 21" E along the North line thereof, a distance of 750.00 feet; thence S 00°24'54" E, a distance of 497.47 feet to the POINT OF BEGINNING; thence N 89°36'21" E, a distance of 243.07 feet; thence N 82°09'49" E, a distance of 96.29 feet; thence N 89°36'21" E, a distance of 211.40 feet; thence S 00°09'22" E, a distance of 128.98 feet; thence S 09°42'39" E, a distance of 180.94 feet; thence S 00°09'22" E, a distance of 106.11 feet; thence S 15° 24' 06" W, a distance of 74.16 feet to a point of intersection with a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 15°24'06" W, having a radius of 67.00 feet, a central angle of 13°42'03", an arc distance of 16.02 feet to a point of tangency; thence N 88°17'57" W, a distance of 89.24 feet to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the right whose radius point bears N 84°12'34" E, having a radius of 250.00 feet, a central angle of 18°21'43", an arc distance of 80.12 feet to a point of tangency; thence N 12°34'17" E, a distance of 115.23 feet; thence N 47°59'02" W, a distance of 113.20 feet to a point of curvatures; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 25°46'21", an arc distance of 78.72 feet to a point of tangency; thence N 73°45'23" W, a distance of 25.62 feet; thence S 89°35'06" W, a distance of 145.87 feet; thence S 80°21'14" W, a distance of 14.13 feet to a point of curvatures; thence Westerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 33°29'13", an arc distance of 102.28 feet to a point of tangency; thence S 46°52'01" W, a distance of 78.49 feet; thence N 00°24'54" W, a distance of 252.53 feet, to the POINT OF BEGINNING.

Containing 2.1121 Acres, more or less.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the herein described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.



David A. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7501A West Palmelle Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 382-1881

REGENCY LAKES LAKE NO. 1

REVISIONS

DATE	4/6/95
SCALE	AS SHOWN
DRAWN BY	DEI
CHECKED BY	DEI
FLD. BK.	N/A
PAGE	N/A

000110904K

~~Computer Exhibit 28~~
~~Page 2033~~

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the boundary line of Parcel "A" bearing S 00° 24' 54" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (LAKE NO. 2)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Northerly Northeast corner of said Parcel "A"; thence S 00° 24' 54" E along a boundary line thereof, a distance of 497.47 feet to the POINT OF BEGINNING; thence S 00° 24' 54" E, continuing along said boundary line, a distance of 152.53 feet; thence N 89° 36' 21" E along a boundary line of said Parcel "A", a distance of 48.46 feet; thence S 00° 23' 39" E, a distance of 313.68 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 38° 22' 02", an arc distance of 117.19 feet to a point, thence S 40° 36' 32" E, a distance of 72.81 feet; thence S 69° 57' 49" W, a distance of 25.73 feet; to a point of intersection with a non-tangent curve, thence Westerly along the arc of a curve to the left whose radius point bears S 21° 35' 08" W, having a radius of 400.00 feet, a central angle of 21° 58' 47", an arc distance of 153.45 feet to a point of tangency; thence S 89° 36' 21" W, a distance of 50.85 feet; thence N 00° 23' 39" W, a distance of 329.38 feet; thence N 10° 01' 08" W, a distance of 142.62 feet; thence S 89° 36' 21" W, a distance of 348.08 feet; thence N 05° 47' 32" W, a distance of 74.84 feet; thence N 00° 09' 22" W, a distance of 65.69 feet; thence N 89° 45' 24" E, a distance of 68.61 feet; thence N 89° 36' 21" E, a distance of 401.55 feet, to the POINT OF BEGINNING.

Containing 3.1562 Acres, more or less.


CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.



David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida

SHEET 2 OF 2



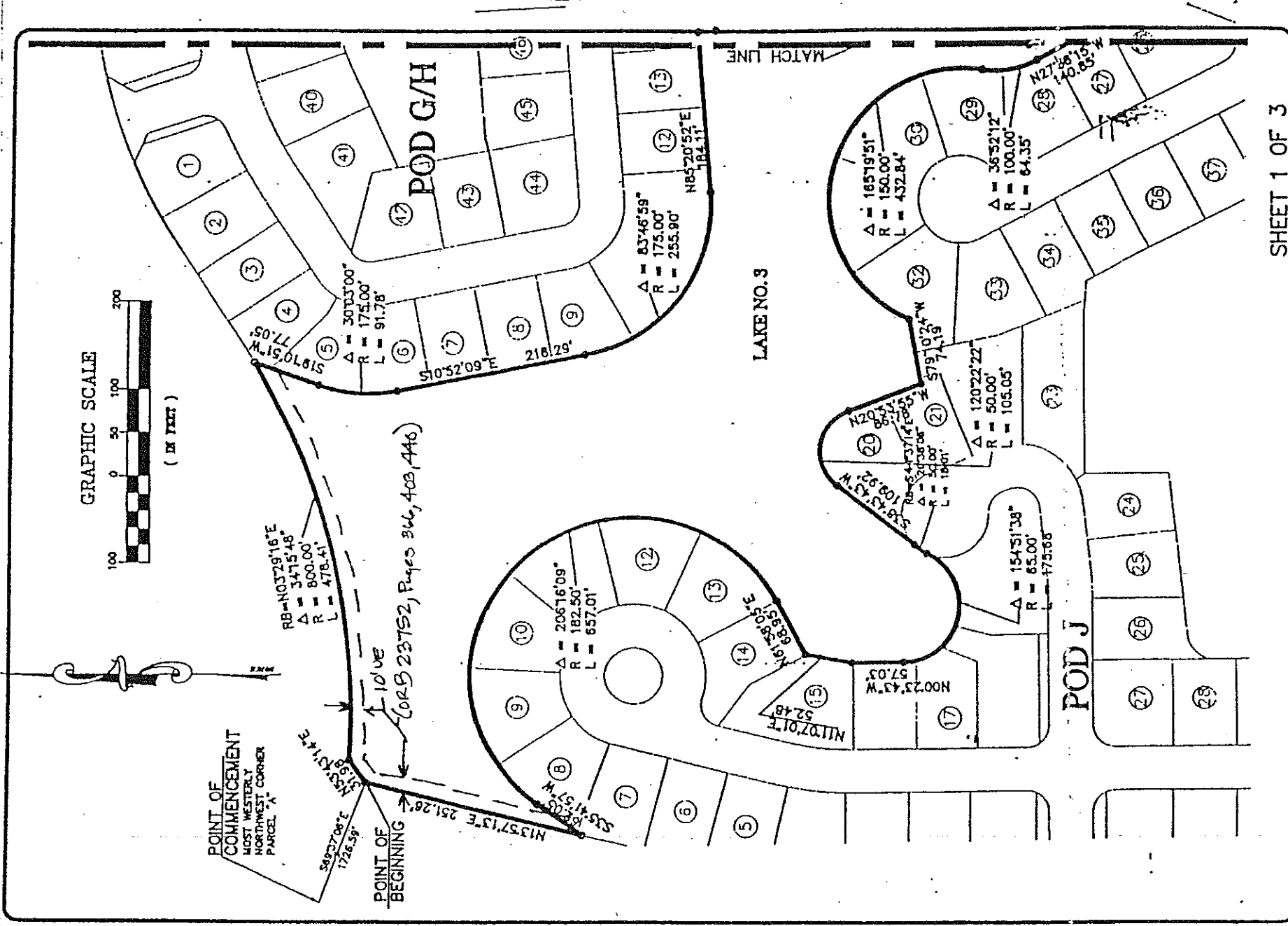
CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7501A West Palmcote Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 382-1991

REGENCY LAKES LAKE NO. 2
 SKETCH OF DESCRIPTION

REVISIONS
As per Surveyor's Desc. 4/12/97

DATE 4/6/95
 SCALE 1"=60'
 DRAWN BY DEL
 CHECKED BY DEL
 PLOTTED BY N/A
 PAGE N/A
 JOB NO. 222B

~~Company~~
~~Page~~



~~CONFIDENTIAL~~
~~REPRODUCTION~~

- NOTES:
1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
 2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other instruments of Record.
 3. Bearings shown hereon are relative to the North line of Parcel "A" bearing N 89° 36' 21" E.
 4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
 5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.


DESCRIPTION: (LAKE NO. 3)
 A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:
 COMMENCE at the most Westerly Northwest corner of said Parcel "A"; thence S 69°17'06" E, a distance of 1726.59 feet, to the POINT OF BEGINNING; thence N 53°43'14" E, a distance of 31.98 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the left whose radius point bears N 03°29'16" E, having a radius of 800.00 feet, a central angle of 34°15'48", an arc distance of 478.41 feet to the point of intersection with a non-tangent line; thence S 19°10'51" W, a distance of 77.05 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 30°03'00", an arc distance of 91.78 feet to a point of tangency; thence S 10°52'09" E, a distance of 216.29 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 83°46'59", an arc distance of 255.90 feet to a point of tangency; thence N 85°20'52" E, a distance of 184.11 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 1875.00 feet, a central angle of 08°30'58", an arc distance of 278.69 feet to a point of tangency; thence S 86°08'10" E, a distance of 211.28 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 83°03'14", an arc distance of 217.43 feet to a point of tangency; thence N 10°48'35" E, a distance of 506.61 feet; to a point of intersection with a non-tangent curve, thence Southeasterly along the arc of a curve to the right whose radius point bears S 44°10'37" W, having a radius of 300.00 feet, a central angle of 56°37'59", an arc distance of 296.53 feet to a point of tangency; thence S 10°48'35" W, a distance of 195.57 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 550.00 feet, a central angle of 11°3'29", an arc distance of 107.75 feet to a point of tangency; thence S 00°24'54" E, a distance of 353.20 feet; thence N 12°29'55" W, a distance of 66.29 feet to a point of curvature; thence Northerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 77°53'44", an arc distance of 237.92 feet to a point of tangency; thence S 89°36'21" W, a distance of 254.88 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 216°52'12", an arc distance of 567.76 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 36°52'12", an arc distance of 64.35 feet to a point of tangency; thence N 89°36'21" E, a distance of 29.91 feet; thence S 00°24'54" E, a distance of 140.00 feet; thence S 89°36'21" W, a distance of 270.03 feet; thence S 00°24'54" E, a distance of 100.08 feet; thence S 89°36'07" W, a distance of 144.85 feet; thence N 00°24'54" W, a distance of 100.01 feet; thence S 89°36'21" W, a distance of 80.04 feet; thence N 27°36'15" W, a distance of 140.85 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 36°52'12", an arc distance of 64.35 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 165°19'51", an arc distance of 432.84 feet to the point of intersection with a non-tangent line; thence S 79°10'24" W, a distance of 74.19 feet; thence N 20°53'55" W, a distance of 86.78 feet to a point of curvature; thence Northerly along the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 120°22'22", an arc distance of 105.05 feet to a point of tangency; thence S 38°43'43" W, a distance of 109.92 feet; to a point of intersection with a non-tangent curve, thence Southwesterly along the arc of a curve to the left whose radius point bears S 44°37'14" E, having a radius of 50.00 feet, a central angle of 20°38'06", an arc distance of 18.01 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right, having a radius of 65.00 feet, a central angle of 154°51'38", an arc distance of 175.68 feet to a point of tangency; thence N 00°23'43" W, a distance of 57.03 feet; thence N 110°7'01" E, a distance of 52.48 feet; thence N 61°58'05" E, a distance of 68.95 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left, having a radius of 182.50 feet, a central angle of 206°16'09", an arc distance of 657.01 feet to a point of tangency; thence S 35°41'57" W, a distance of 62.05 feet; thence N 12°29'55" E, a distance of 251.26 feet to the POINT OF BEGINNING.
 Containing 13.4821 acres of land, more or less.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.



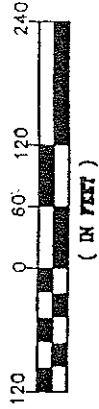
David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida


CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmbeach Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 362-1981

REVISIONS

DATE	4/6/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
FILED BY	N/A

GRAPHIC SCALE



LYONS ROAD BUSINESS PARK
(PLAT BOOK 137, PAGE 47)

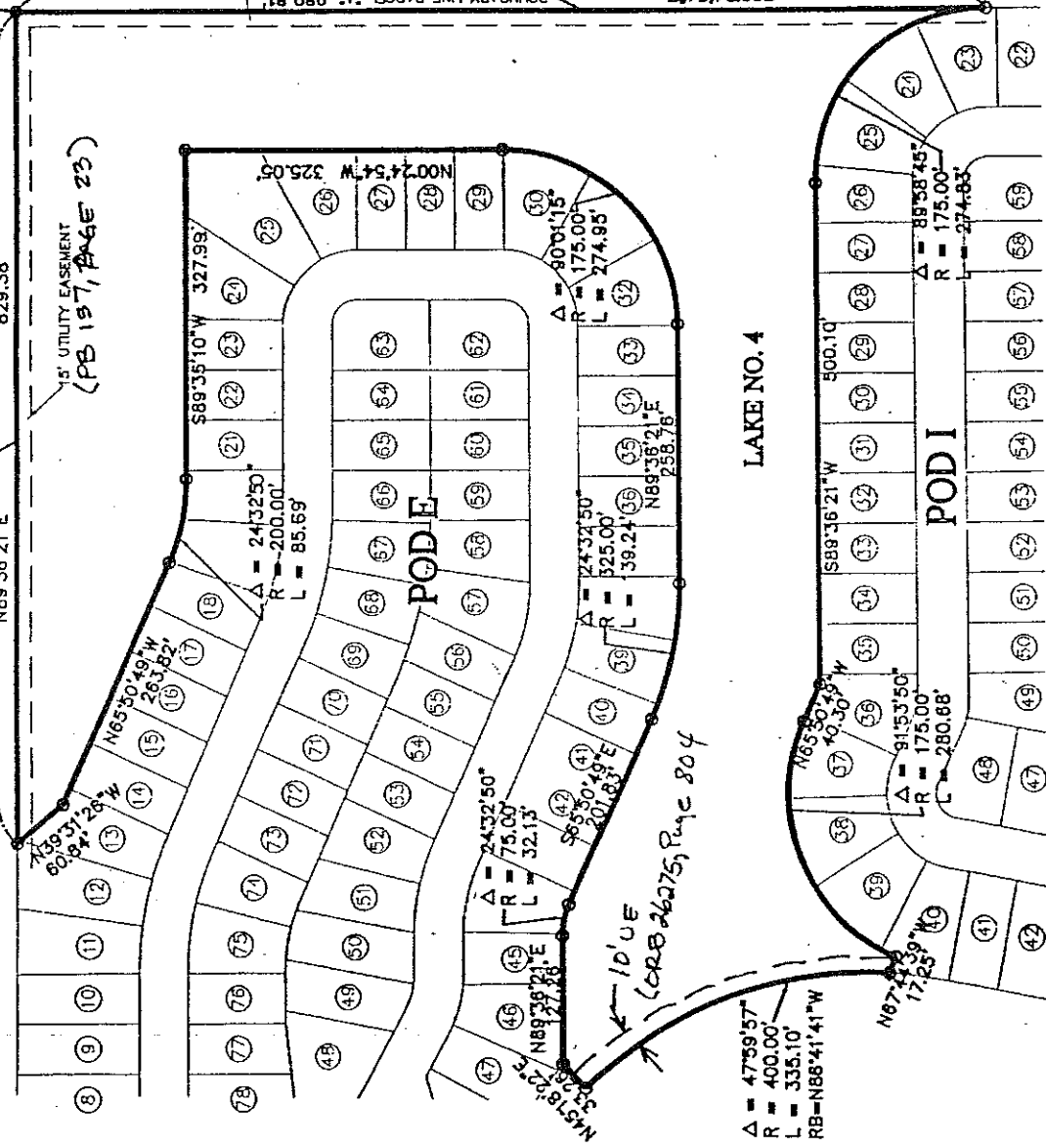
POINT OF BEGINNING
MOST EASTERLY
NORTHEAST CORNER
PARCEL "A"

BOUNDARY LINE PARCEL "A"
829.38'

15' UTILITY EASEMENT
(PB 157, PAGE 23)

15' UTILITY EASEMENT

BOUNDARY LINE PARCEL "A" 989.81'
PALM BEACH FARMS CO. PLAT NO. 3
(PLAT BOOK 2, PAGES 45-54)




$\Delta = 4759.57'$
 $R = 400.00'$
 $L = 335.10'$
 $RB = N88^{\circ}41'41''W$

LAKE NO. 4

$N67^{\circ}23'39''E$
 $1725.9'$

SHEET 1 OF 2



CAUFIELD & WHEELER, INC.
Consulting Engineers and Planners
7301A West Bonita Road, Suite 100A
Bonita, Florida 33433 (407) - 392-1991

REVISIONS
REV. SKETCH - DEED
4/2/97

DATE	4/7/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
PLD. BY	N/A
PAGE	N/A
JOB NO.	2228

REGENCY LAKES LAKE NO. 4
SKETCH OF DESCRIPTION

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the boundary line of Parcel "A" bearing S 00° 24' 54" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

~~COMPASS~~
~~Page 2 of 3~~

DESCRIPTION: (LAKE NO. 4)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the most Easterly Northeast corner of said Parcel "A"; thence S 00°24'54" E along a boundary line of said Parcel "A", a distance of 989.81 feet to a point of curvature; thence Northerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 89°58'45", an arc distance of 274.83 feet to a point of tangency; thence S 89°36'21" W, a distance of 500.10 feet; thence N 85°50'49" W, a distance of 40.30 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 91°53'50", an arc distance of 280.68 feet to the point of intersection with a non-tangent line; thence N 67°44'39" W, a distance of 17.25 feet; to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the left whose radius point bears N 86°41'41" W, having a radius of 400.00 feet, a central angle of 47°59'57", an arc distance of 335.10 feet to the point of intersection with a non-tangent line; thence N 45°18'22" E, a distance of 33.26 feet; thence N 89°36'21" E, a distance of 127.26 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 75.00 feet, a central angle of 24°32'50", an arc distance of 32.13 feet to a point of tangency; thence S 65°50'49" E, a distance of 201.83 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of 24°32'50", an arc distance of 139.24 feet to a point of tangency; thence N 89°36'21" E, a distance of 258.76 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 90°01'15", an arc distance of 274.95 feet to a point of tangency; thence N 00°24'54" W, a distance of 325.05 feet; thence S 89°35'10" W, a distance of 327.99 feet; to a point of curvature; thence Westerly along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 24°32'50", an arc distance of 85.69 feet to a point of tangency; thence N 85°50'49" W, a distance of 263.82 feet; thence N 39°31'26" W, a distance of 60.84 feet to a point of intersection with a boundary line of said Parcel "A"; thence N 89°36'21" E along said boundary line, a distance of 829.38 feet, to the POINT OF BEGINNING.

Containing 8.5418 acres, more or less.


CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.



David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida

SHEET 2 OF 2



CAULFIELD & WHIBLER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmatta Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1991

REGENCY LAKES LAKE NO. 4
SKETCH OF DESCRIPTION

REVISIONS	
REV. SKETCH + Desc.	4/8/97

DATE	4/7/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
FILED BY	N/A
PAGE	N/A
JOB NO.	2228

~~COMPOSITE EDITION~~
~~7-10-95~~

DESCRIPTION: (LAKE NO. 5)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Brevard County, Florida, being more particularly described as follows:

BEGIN at the most Southerly Southeast corner of said Parcel "A"; thence S 89°35'23" W along the South line of said Parcel "A", a distance of 827.38 feet; thence N 86°21'50" W continuing along the South line of said Parcel "A", a distance of 373.53 feet to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the right whose radius point bears N 87°53'49" E, having a radius of 50.00 feet, a central angle of 95°44'21", an arc distance of 83.65 feet to the point of tangency; thence S 86°21'50" E, a distance of 45.86 feet; thence N 45°03'00" E, a distance of 535.71 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 44°33'21", an arc distance of 77.76 feet to a point of tangency; thence N 89°36'21" E, a distance of 378.61 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 200.00 feet, a central angle of 90°01'15", an arc distance of 314.23 feet to a point of tangency; thence N 00°24'53" W, a distance of 639.21 feet; thence N 01°42'50" E, a distance of 75.05 feet; thence N 00°24'54" W, a distance of 65.44 feet; thence N 38°38'46" W, a distance of 70.73 feet; thence N 07°07'16" W, a distance of 76.64 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the right whose radius point bears S 19°49'33" E, having a radius of 25.00 feet, a central angle of 19°25'54", an arc distance of 8.48 feet to a point of tangency; thence N 89°36'21" E, a distance of 127.46 feet; thence S 06°30'42" E, a distance of 100.38 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 56°53'34", an arc distance of 29.79 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 13°43'59", an arc distance of 11.98 feet to the point of intersection with a non-tangent line and a boundary line of said Parcel "A"; thence S 89°36'21" W along said boundary line, a distance of 52.63 feet; thence S 00°24'54" E along a boundary line of said Parcel "A", a distance of 1461.57 feet to the POINT OF BEGINNING.

Containing 12.3957 acres of land, more or less.

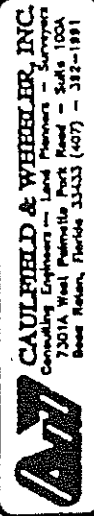
NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other instruments of Record.
3. Bearings shown hereon are relative to the South line of Parcel "A" bearing S 89° 35' 23" W.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the instrument of Record and does not constitute a boundary survey as such.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61C17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida

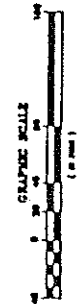
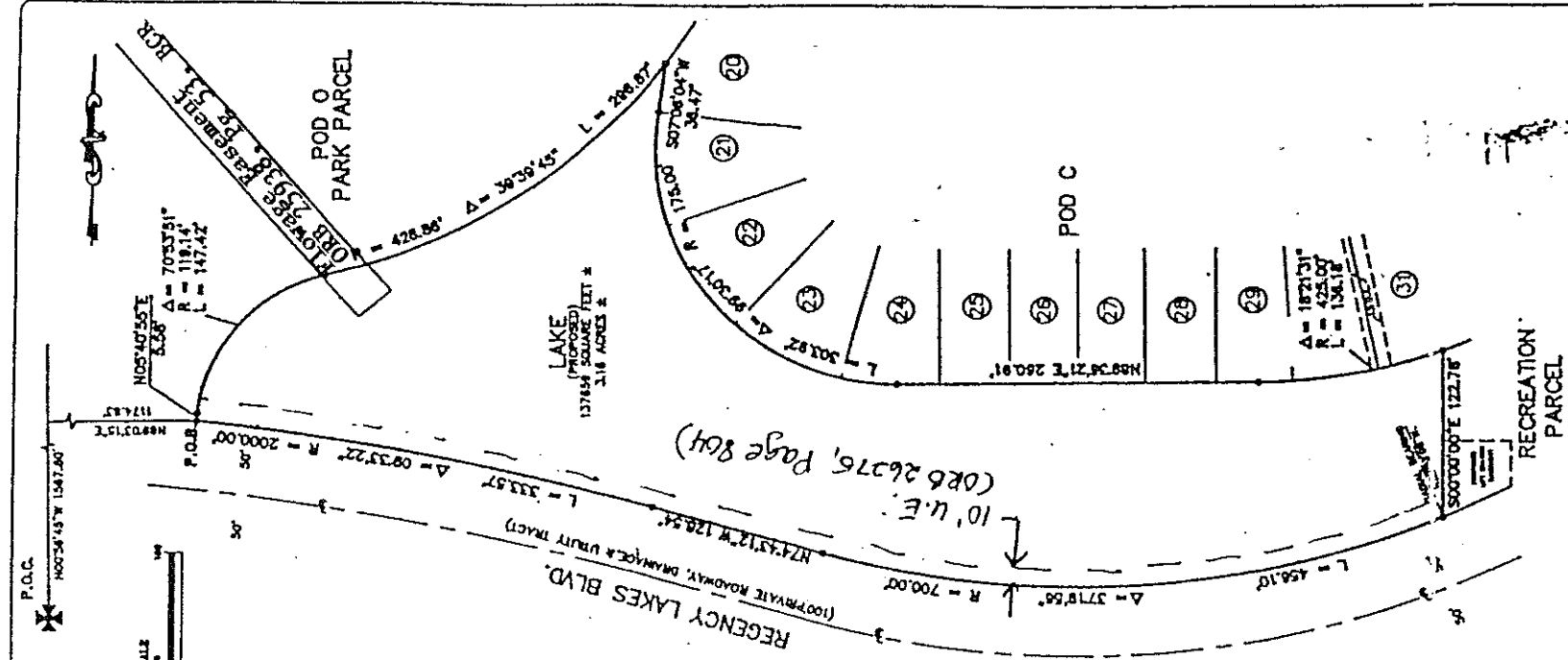
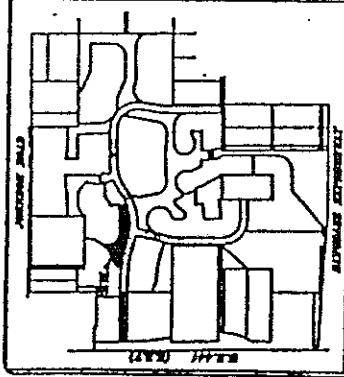


REVISIONS

DATE	4/7/95
SCALE	AS SHOWN
DRAWN BY	DEI
CHECKED BY	DEI
F.L.D.C. NO.	N/A
DATE	11/74

CORPORATION COMMON AREA LAKE

~~Composite Exhibit~~
~~...~~
~~...~~



- NOTES:
1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
 2. Lines shown herein are not abstracted for Right-of-Way, Easements, Encroachments or other instruments of Record.
 3. Bearings shown herein are relative to the nearest plat based on $N 00^{\circ} 17' 36'' W$ of Section 6 as shown on said plat, bearing $N 00^{\circ} 17' 36'' W$.
 4. The "LAND DESCRIPTION" herein was prepared by the Surveyor.
 5. Data shown herein was compiled from the instrument of Record and does not constitute a field survey in situ.

DESCRIPTION: (LAKE NO. 6)
 A parcel of land, being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East as shown on said plat; thence $N 00^{\circ} 56' 45'' W$ along the West line thereof, a distance of 1567.80 feet; thence $N 89^{\circ} 03' 15'' E$, a distance of 1174.63 feet to the POINT OF BEGINNING; thence $N 05^{\circ} 40' 55'' E$, a distance of 5.58 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right, having a radius of 119.14 feet, a central angle of $70^{\circ} 53' 51''$, an arc distance of 147.42 feet to a point of reverse curvature; thence Easterly and Northerly along the arc of a curve to the left, having a radius of 425.86 feet, a central angle of $39^{\circ} 36' 45''$, an arc distance of 296.87 feet to a point of non-tenancy; thence $S 07^{\circ} 06' 04'' W$, a distance of 36.47 feet to a point of curvature; thence Southerly and Easterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of $99^{\circ} 30' 17''$, an arc distance of 303.92 feet to a point of non-tenancy; thence $N 22^{\circ} 03' 08'' W$, a distance of 260.91 feet to a point of curvature; thence Easterly and Northerly along the arc of a curve to the left, having a radius of 423.00 feet, a central angle of $18^{\circ} 21' 31''$, an arc distance of 136.18 feet to a point of non-tenancy; thence $S 00^{\circ} 00' 00'' E$, a distance of 122.78 feet to a point of intersection with a curve; thence Southerly and Westerly along the arc of a curve to the right, whose radius bears $N 22^{\circ} 03' 08'' W$, having a radius of 700.00 feet, a central angle of $37^{\circ} 19' 56''$, an arc distance of 456.10 feet to a point of curvature; thence $N 74^{\circ} 43' 12'' W$, a distance of 126.54 feet to a point of curvature; thence Northerly and Westerly along the arc of a curve to the left, having a radius of 2000.00 feet, a central angle of $09^{\circ} 33' 22''$, an arc distance of 333.57 feet to the POINT OF BEGINNING.

Sold lands situate in the City of Coconut Creek, Broward County, Florida.

Containing 137,659 Square Feet / 3.160 Acres, more or less.
 Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

CERTIFICATE:
 I hereby certify that the attached Sketch of Description of the herein described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 16, 1993. I further certify that the Sketch of Description meets the known Technical Standards set forth in Chapter 61017-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statute 472.002.

David P. Rooker, P.L.S.
 Reg. Land Surveyor #5008
 State of Florida



REGENCY LAKES LAKE NO. 6
 SURVEY AND INSTRUMENT

4/16/93 DATE
 DWG. NO.
 SHEET NO.

DATE
 SHEET NO.

~~As shown on plat~~
~~Page 20 of 23~~

LAKE
REGENCY LAKES
POD "G"

DESCRIPTION
(LAKE - POD "G")

A portion of Parcel "A", REGENCY LAKES AT COCONUT CREEK, according to the plat thereof as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N00°56'45"W, along the West boundary of said Section, 1443.87 feet; thence N89°03'15"E, 2409.48 feet; thence S10°52'09"E, 165.02 feet to the POINT OF BEGINNING; thence N64°44'23"E, 118.29 feet to a point of curvature; thence northeasterly, along the arc of said curve being concave to the southeast, having a radius of 400.00 feet, a delta of 24°51'58", an arc distance of 173.60 feet to a point of tangency; thence N89°36'21"E, 334.71 feet; thence S10°48'35"W, 181.44 feet; thence N86°08'10"W, 122.73 feet to a point of curvature; thence westerly, along the arc of said curve being concave to the south, having a radius of 2125.00 feet, a delta of 08°30'58"W, an arc distance of 315.84 feet to a point of tangency; thence S85°20'52"W, 103.63 feet; thence S75°26'58"W, 13.15 feet; thence N10°52'09"W, 104.51 feet to the POINT OF BEGINNING.

Sold lands lying in the City of Coconut Creek, Florida.

PREPARED BY:



CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmelle Pkck Road - Suite 100A
Boon Aaton, Florida 33433 (407) - 382-1981

DATE: 4/21/95
SHEET 1 OF 3
JOB NO.: 2517

~~CONFIDENTIAL~~
~~CONFIDENTIAL~~
1-87-1-11

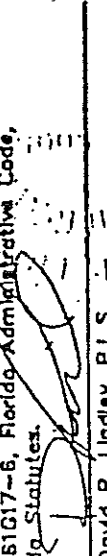
LAKE
REGENCY LAKES
POD "G"

NOTES:

1. Reproductions of this Sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon were not abstracted by the Surveyor for Easements, Ownership, or Rights-of-way of records.
3. The land description shown hereon was prepared by the Surveyor
4. Bearings shown hereon are based on the Plat with the W. line of Section 6 having a bearing of N00°56'45"W
5. Abbreviation Legend: Δ = Delta Angle; L = Arc Length; R = Radius; Rad = Radial; P.O.C. = Point of Commencement; P.O.B. = Point of Beginning; Bdy. = Boundary; Sec. = Section; Twp. = Township; Rge. = Range; P.B. = Plat Book; Pt. = point
6. This is not a Survey

CERTIFICATE:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as delineated under my direction on Apr. 21, 1995. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 51G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



David P. Lindley, P.L.S.
FLORIDA REGISTRATION NO. 5005

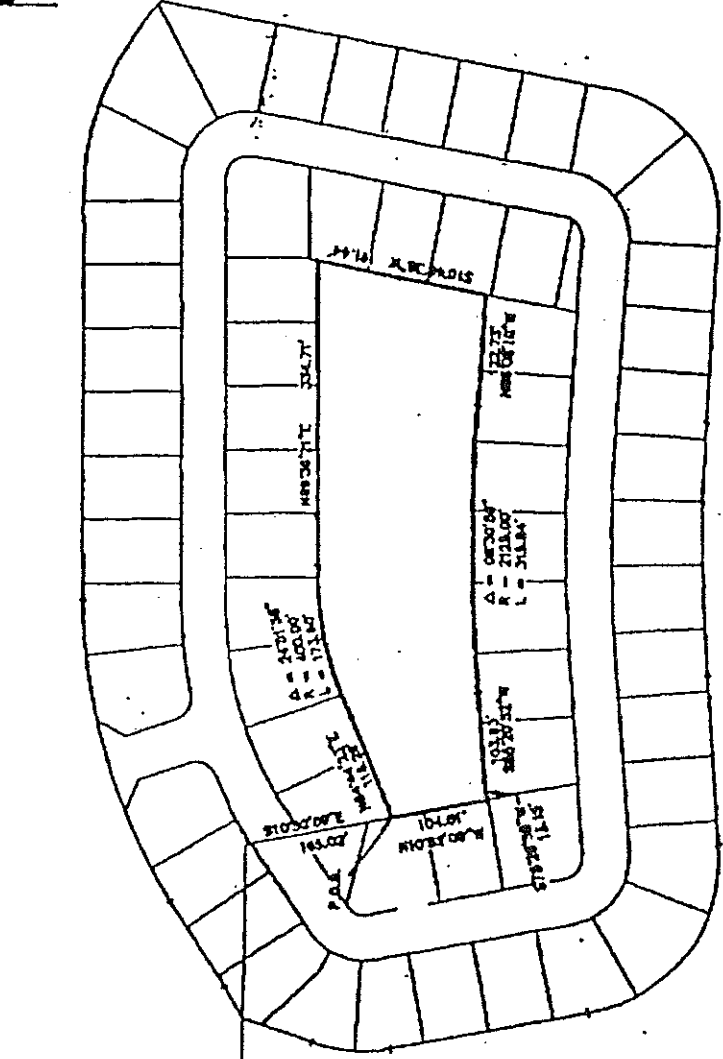


PREPARED BY:

CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmelle Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1981

~~Copyrighted Material~~

LAKE
REGENCY LAKES
POD "G"



PARCEL "A"
REGENCY LAKES AT COCONUT CREEK
(P.B.157, PG. 23)

N00°58'45"W 144.87'
N. BY: SEC. 8

P.O.C.
S.W. CORNER
SEC. 8, TWP. 40S., R. 12E.

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

PREPARED BY:



CAULFIELD & WHEELER, INC.
Consulting Engineer - Land Planners - Surveyors
7301A West Palmatla Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 382-1881

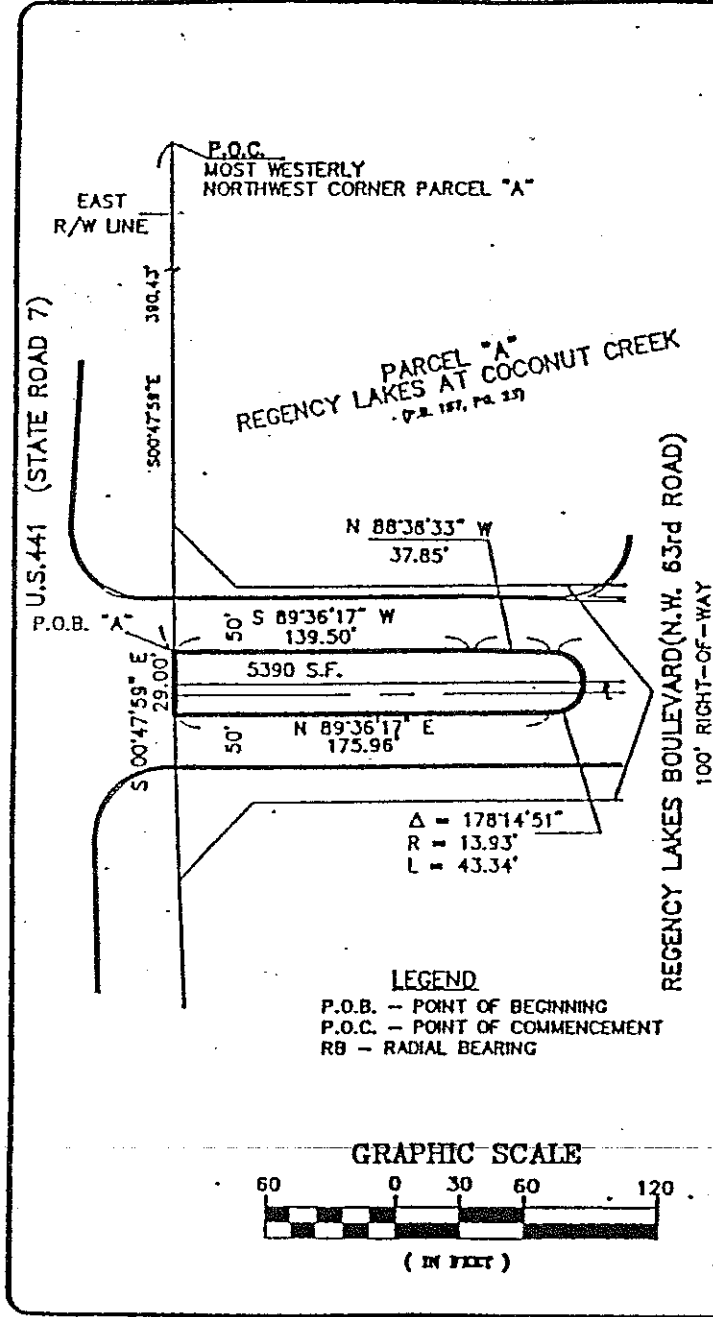
SCALE: 1" = 200'
DATE: 4/21/95

JOB NO.: 2517

Exhibit B - Legal Description of Common Areas
as of the Date of Recording of Amended and Restated Declaration

EXHIBIT B

Property Use: Clock Tower, Water Fountain and Median Entry Features



NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Londs shown hereon are not abstracted for Rights-of-Way, Easements, Ownership or other Instruments of Record.
3. Bearings shown hereon are relative to the East line of State Road No. 7 bearing S 00° 47' 59" E.
4. Underground foundations were not located.
5. Data shown hereon was compiled from the instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION:

A portion of "N.W. 63rd Road", as delineated on the plat of "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Westerly Northwest corner of Parcel "A" of said "REGENCY LAKES AT COCONUT CREEK"; thence S 00° 47' 59" E along the East right-of-way line of State Road No. 7 (U.S. 441), as shown on said plat, a distance of 390.43 feet to the POINT OF BEGINNING; thence S 00° 47' 59" E, continuing along said East right-of-way line, a distance of 29.00 feet; thence N 89° 36' 17" E, a distance of 175.96 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 13.93 feet, a central angle of 178° 14' 51", on arc distance of 43.34 feet to the point of tangency; thence N 88° 38' 33" W, a distance of 37.85 feet; thence S 89° 36' 17" W, a distance of 139.50 feet to the POINT OF BEGINNING;

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

Containing 5,390 Square Feet / 0.1237 Acres, more or less. Subject to Easements, Restrictions, Reservations, Covenants and Rights-of-Way of Record.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 18, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindsey, P.L.S.
Reg. Land Surveyor, #5005
State of Florida

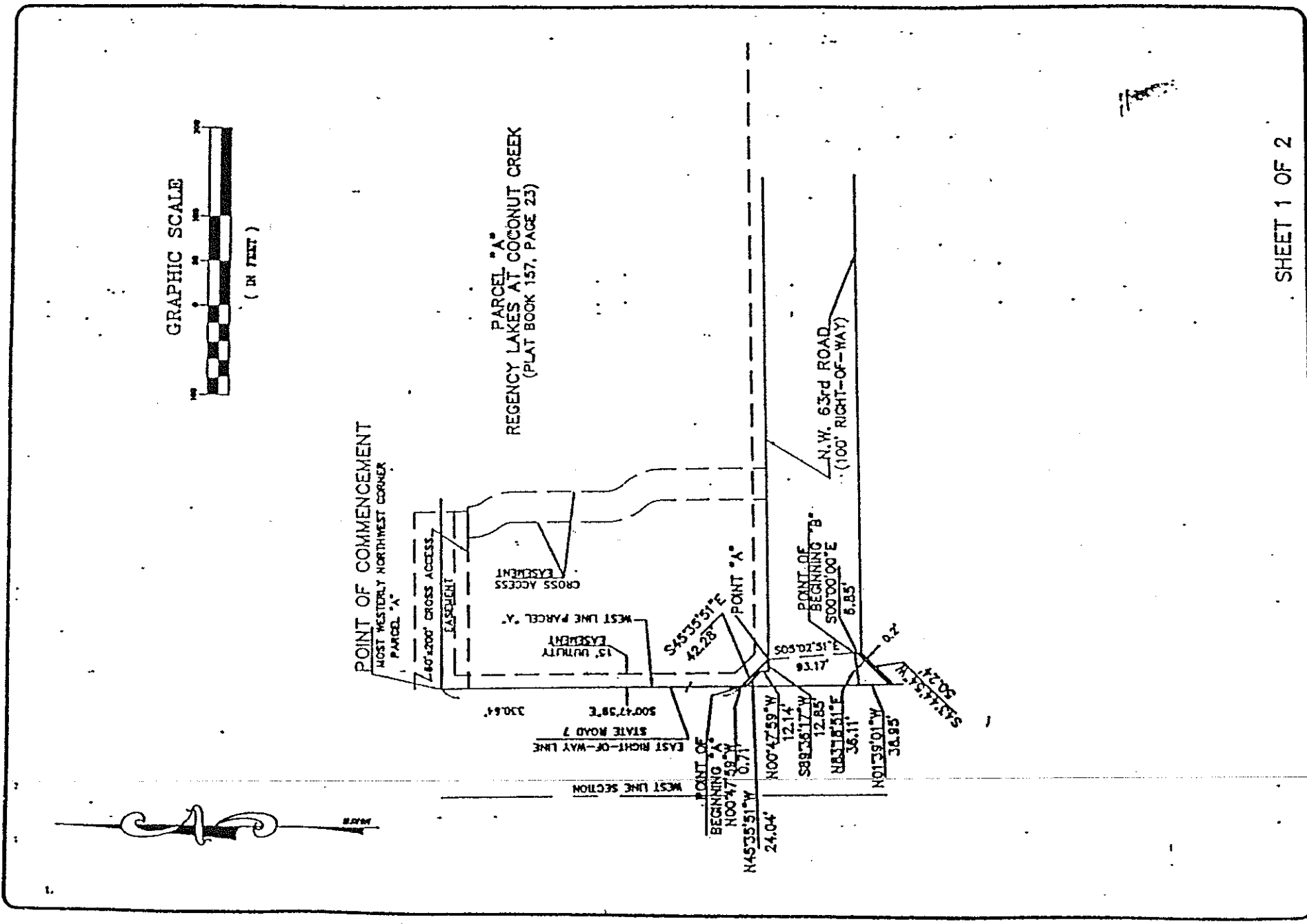
DATE 4/18/95
SCALE AS SHOWN
DRAWN BY DPL

REASONS

CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7201A West Palmbeach Park Road - Suite 100A
West Palm Beach, Florida 33411 (407) 835-1000


~~CONFIDENTIAL EXHIBIT 114~~
PAGE ~~2047~~

Property Use: Entry Wall with Signage, at Regency Lakes Boulevard and State Road 7.



DATE 11/8/95
SCALE AS SHOWN
DRAWN DPL
BY [signature]

REMARKS



CAULFIELD & WEBBER, INC.
 Consulting Engineers - Land Planners - Surveyors
 72014 West Palmella Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1791

~~COCONUT CREEK~~ WALL
 PAGE 5 OF 77

Property Use: Entry Wall with Signage, at Regency Lakes Boulevard and State Road 7.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929.
4. Bearings shown hereon are relative to the record plat.
5. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
6. Underground foundations were not located.
7. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION:

A portion of Northwest 63rd Road, as shown on the plat of "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the most Westerly Northwest corner of Parcel "A" of said plat; thence S 00° 47' 59" E along the West line of said Parcel "A", a distance of 330.64 feet to the POINT OF BEGINNING "A"; thence S 45° 35' 51" E along the North right-of-way line of "N.W. 63rd Road", as shown on said plat, a distance of 42.28 feet to Point "A"; thence S 89° 35' 17" W, a distance of 12.85 feet; thence N 00° 47' 59" W, a distance of 12.14 feet; thence N 45° 35' 51" W, a distance of 24.04 feet to a point of intersection with the east right-of-way line of State Road No. 7; thence N 00° 47' 59" W along said right-of-way line, a distance of 0.71 feet to POINT OF BEGINNING "A".

TOGETHER WITH

Commencing at aforesaid Point "A"; thence S 05° 02' 51" E, a distance of 93.17 feet to POINT OF BEGINNING "B"; thence S 00° 00' 00" E, a distance of 5.85 feet to a point of intersection with a line 0.20 feet northerly of and parallel with, as measured at right angles to the corner chord of the southerly right-of-way line of said N.W. 63rd ROAD thence S 43° 44' 54" W along said south parallel line, a distance of 50.24 feet to a point of intersection with the east Right-of-Way line of State Road No. 7; thence N 01° 39' 01" W along said east Right-of-Way line, a distance of 38.95 feet; thence N 83° 18' 51" E, a distance of 36.11 feet to the POINT OF BEGINNING.

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

Containing 914.7 square feet, more or less.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on November 8, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley

David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planning - Surveyors
 7201 West International Park Road - Suite 100A
 Fort Lauderdale, Florida 33333 (407) - 392-1881

REVISIONS

DATE 11/28/95
 SCALE AS SHOWN
 DRAWN BY DEL
 CHECKED BY MSC

~~CONFIDENTIAL~~
FROM [redacted]

Property Use: Entry Wall with Signage and Landscaping at Regency Lakes Boulevard and State Road 7.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the West line of Parcel "A" bearing S 00° 47' 59" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (AREA "A")


A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23, of the Public Records of Broward County, Florida, being more particularly described as follows:


BEGINNING at the most Westerly Northwest corner of said Parcel "A"; thence S 00° 47' 59" E along the West line of said Parcel "A"; a distance of 308.44 feet to the POINT OF BEGINNING "A"; thence continuing S 00° 47' 59" E along said West line, a distance of 22.20 feet; thence S 45° 35' 57" E along said West line, a distance of 42.28 feet; thence N 89° 38' 16" E along a boundary line of said Parcel "A", a distance of 1.64 feet; thence N 00° 00' 00" E, a distance of 13.13 feet; thence N 45° 00' 00" W, a distance of 38.17 feet; thence N 00° 48' 58" W, a distance of 11.73 feet; thence S 89° 12' 01" W, a distance of 5.00 feet to the POINT OF BEGINNING.

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

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.


David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida



CAULFIELD & WHIBLER, INC.
Consulting Engineers - Land Planners - Surveyors
2301A West Palmetto Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 312-1981

REVISIONS

DATE 4/6/95
SCALE AS SHOWN
DRAWN DPL
CHECKED DPL

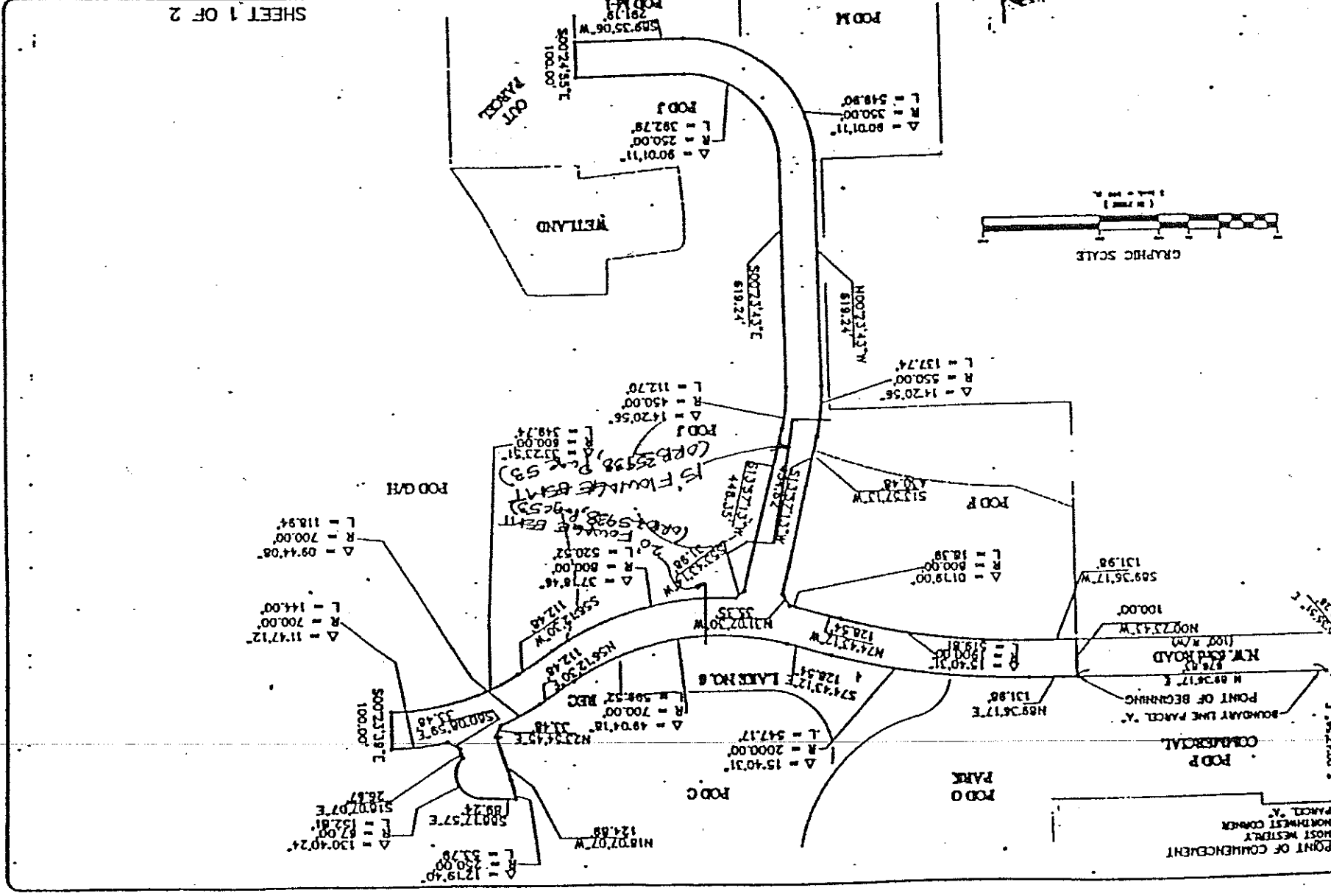
COMPILED BY
DATE

DATE	
BY	
FOR	

REGENCY LAKES
ROADWAY, DRAINAGE
AND UTILITY TRACT
SKETCH OF DESCRIPTION

CALIFIELD & WHEELER, INC.
Engineering, Planning and Surveying
2014 West Franklin Road, Suite 100
Portland, Oregon 97224 (503) 253-1001

SHEET 1 OF 2



~~CONVEY WITH INSTRUMENT 15 A 11~~
PAGE 7 OF 14

Property Purpose: Roadway, Drainage and Utility Tract.

DESCRIPTION: (ROADWAY, DRAINAGE & UTILITY TRACT)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida being more particularly described as follows:


COMMENCE at the most Westerly Northwest corner of said Parcel "A"; thence S 00°47'59" E along the West line of said Parcel "A", a distance of 330.64 feet; thence S 45°35'51" E, a distance of 42.28 feet; thence N 89°36'17" E, a distance of 676.83 feet (the previous two courses and distances are along the boundary line of said Parcel "A" to the POINT OF BEGINNING; thence N 89°36'17" E, a distance of 131.98 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 2000.00 feet, a central angle of 15°40'31", an arc distance of 547.17 feet to a point of tangency; thence S 74°43'12" E, a distance of 128.54 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 700.00 feet, a central angle of 49°04'18", an arc distance of 598.52 feet to a point of tangency; thence N 56°12'30" E, a distance of 112.48 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 700.00 feet, a central angle of 09°44'08", thence N 23°54'46" E, a distance of 33.48 feet; thence N 18°07'07" W, a distance of 124.89 feet to a point of curvature; thence Northerly along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 12°19'40", an arc distance of 53.79 feet to the point of intersection with a non-tangent line; thence S 88°17'57" E, a distance of 89.24 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 67.00 feet, a central angle of 130°40'24", an arc distance of 152.81 feet to the point of intersection with a non-tangent line; thence S 18°07'07" E, a distance of 26.87 feet; thence S 80°08'58" Easterly along the arc of a curve to the right whose radius point bears S 12°10'51" E, having a radius of 700.00 feet, a central angle of 11°47'12", an arc distance of 144.00 feet to the point of intersection with a non-tangent line; thence S 00°23'39" E, a distance of 100.00 feet; to a point of intersection with a non-tangent curve, thence having a radius of 600.00 feet, a central angle of 33°35'51", an arc distance of 349.74 feet to a point of tangency; thence S 56°12'30" W, a distance of 112.48 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right, having a radius of 800.00 feet, a central angle of 37°16'46", an arc distance of 520.52 feet to the point of intersection with a non-tangent line; thence S 53°43'14" W, a distance of 31.98 feet; thence S 13°57'13" W, a distance of 448.35 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 450.00 feet, a central angle of 14°20'56", an arc distance of 112.70 feet to a point of tangency; thence S 00°23'43" E, a distance of 618.24 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 250.00 feet, a central angle of 90°01'11", an arc distance of 392.79 feet to a point of tangency; thence N 89°35'06" E, a distance of 291.19 feet; thence S 00°24'55" E, a distance of 100.00 feet; thence S 89°35'06" W, a distance of 291.19 feet to a point of curvature; thence Westerly along the arc of a curve to the right, having a radius of 350.00 feet, a central angle of 90°01'11", an arc distance of 549.90 feet to a point of tangency; thence N 00°23'43" W, a distance of 618.24 feet to a point of curvature; thence Northerly along the arc of a curve to the right, having a radius of 550.00 feet, a central angle of 14°20'56", an arc distance of 137.74 feet to a point of tangency; thence N 13°57'13" E, a distance of 434.62 feet; thence N 31°02'30" W, a distance of 35.35 feet; to a point of intersection with a non-tangent curve, thence Westerly along the arc of a curve to the right whose radius point bears N 13°57'47" E, having a radius of 800.00 feet, a central angle of 01°19'00", an arc distance of 18.39 feet to a point of tangency; thence Westerly along the arc of a curve to the left, having a radius of 1900.00 feet, a central angle of 15°40'31", an arc distance of 519.81 feet to a point of tangency; thence S 89°36'17" W, a distance of 131.98 feet; thence N 00°23'43" W, a distance of 100.00 feet to the POINT OF BEGINNING.
Containing 9.4578 Acres, more or less.

NOTES:

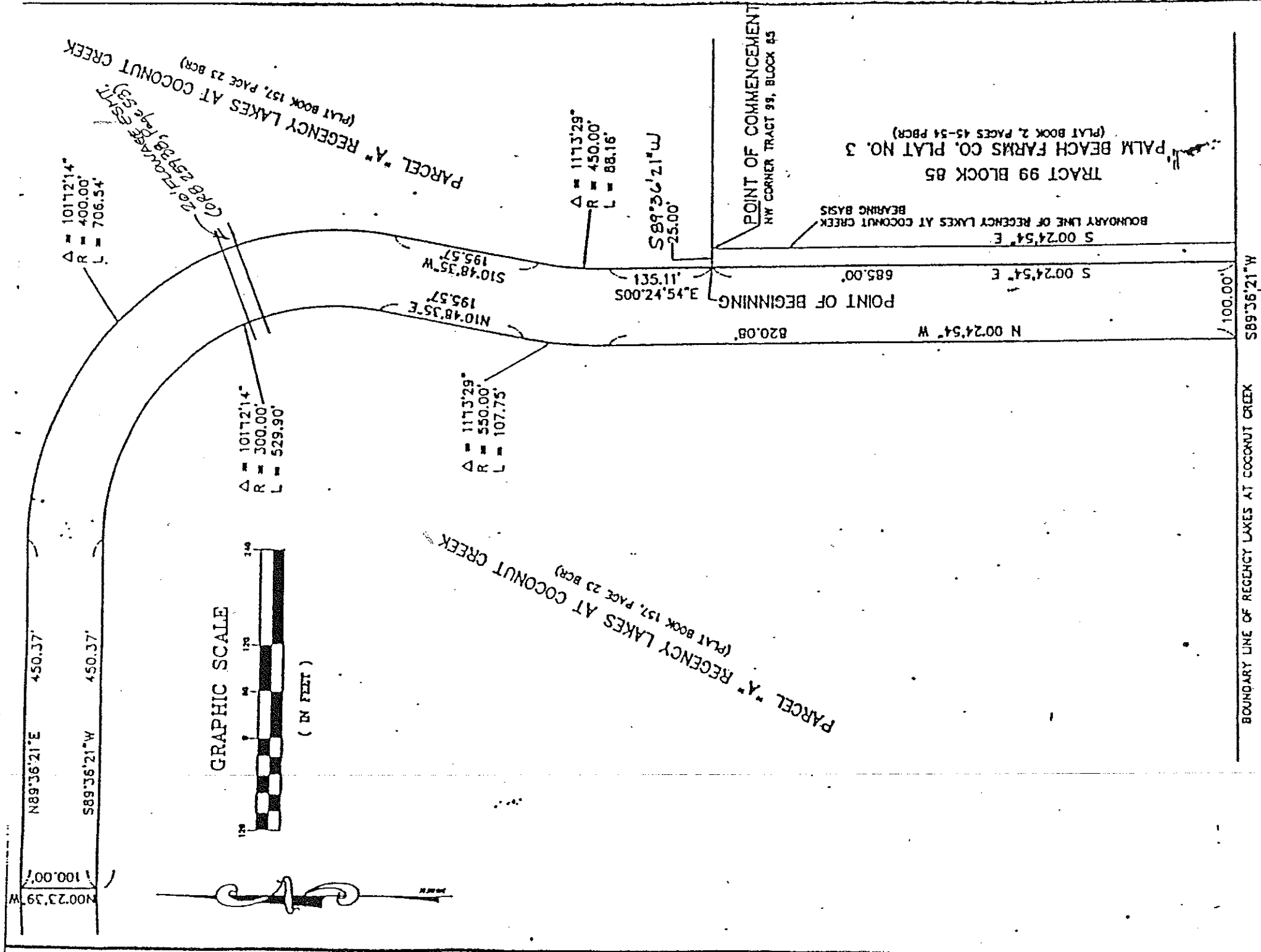
1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the West line of Parcel "A" bearing S 00° 47' 59" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 10, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61C17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.


David P. Lindley, P.L.S.
Reg. Land Surveyor 75005
State of Florida

~~CONFIDENTIAL - EXEMPT FROM PUBLIC DISCLOSURE~~
 PALM BEACH COUNTY



GRAPHIC SCALE



(IN FEET)



PALM BEACH FARMS CO. PLAT NO. 3
 (PLAT BOOK 3, PAGES 45-54 PBCR)

BOUNDARY LINE OF REGENCY LAKES AT COCONUT CREEK

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmolive Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 362-1981

REVISIONS	11-4-96
REVISIONS	
REVISIONS	
REVISIONS	

DATE	7/9/96
SCALE	AS SHOWN
DRAWN BY	DEI
CHECKED BY	JMM
PLotted	N/A

~~CONFIDENTIAL~~

Property Purpose: Roadway, Drainage and Utility Tract.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership or other Instruments of Record.
3. Bearings shown hereon are relative to the record plat.
4. Underground foundations were not located.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (PHASE 2 ROADWAY, DRAINAGE, UTILITY TRACT)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of Tract 99, Block 85, as shown on "THE PALM BEACH FARMS CO: PLAT NO. 3", as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida, also being a corner of said Parcel "A", "REGENCY LAKES AT COCONUT CREEK"; thence S 89° 36' 21" W, a distance of 25.00 feet to the POINT OF BEGINNING; thence S 00° 24' 54" E, a distance of 685.00 feet to a point of intersection with a boundary line of aforesaid Parcel "A"; thence S 89° 36' 21" W along said boundary line, a distance of 100.00 feet; thence N 00° 24' 54" W, a distance of 820.08 feet to a point of curvature; thence Northerly along the arc of a curve to the right having a radius of 550.00 feet, a central angle of 11° 13' 29", an arc distance of 107.75 feet to a point of tangency; thence N 10° 48' 35" E, a distance of 195.57 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left having a radius of 300.00 feet, a central angle of 101° 12' 14", an arc distance of 529.90 feet to a point of tangency; thence S 89° 36' 21" W, a distance of 450.37 feet; thence N 00° 23' 39" W, a distance of 100.00 feet; thence N 89° 36' 21" E, a distance of 450.37 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right having a radius of 400.00 feet, a central angle of 101° 12' 14", an arc distance of 706.54 feet to a point of tangency; thence S 10° 48' 35" W, a distance of 195.57 feet to a point of curvature; thence Southerly along the arc of a curve to the left having a radius of 450.00 feet, a central angle of 11° 13' 29", an arc distance of 88.16 feet to a point of tangency; thence S 00° 24' 54" E, a distance of 135.11 feet to the POINT OF BEGINNING.


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

Containing 218,221 Square Feet / 5.01 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants and Rights-of-Way of Record.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on July 10, 1996. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.


 David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida LB #3591



CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmatis Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1891

REVISIONS

SHEET 2 OF 2

DATE 7/9/96
 SCALE AS SHD
 DRAWN BY DEL
 CHECKED BY JMM

~~COMPOSITE EXHIBIT~~
~~FILE TO OI II~~

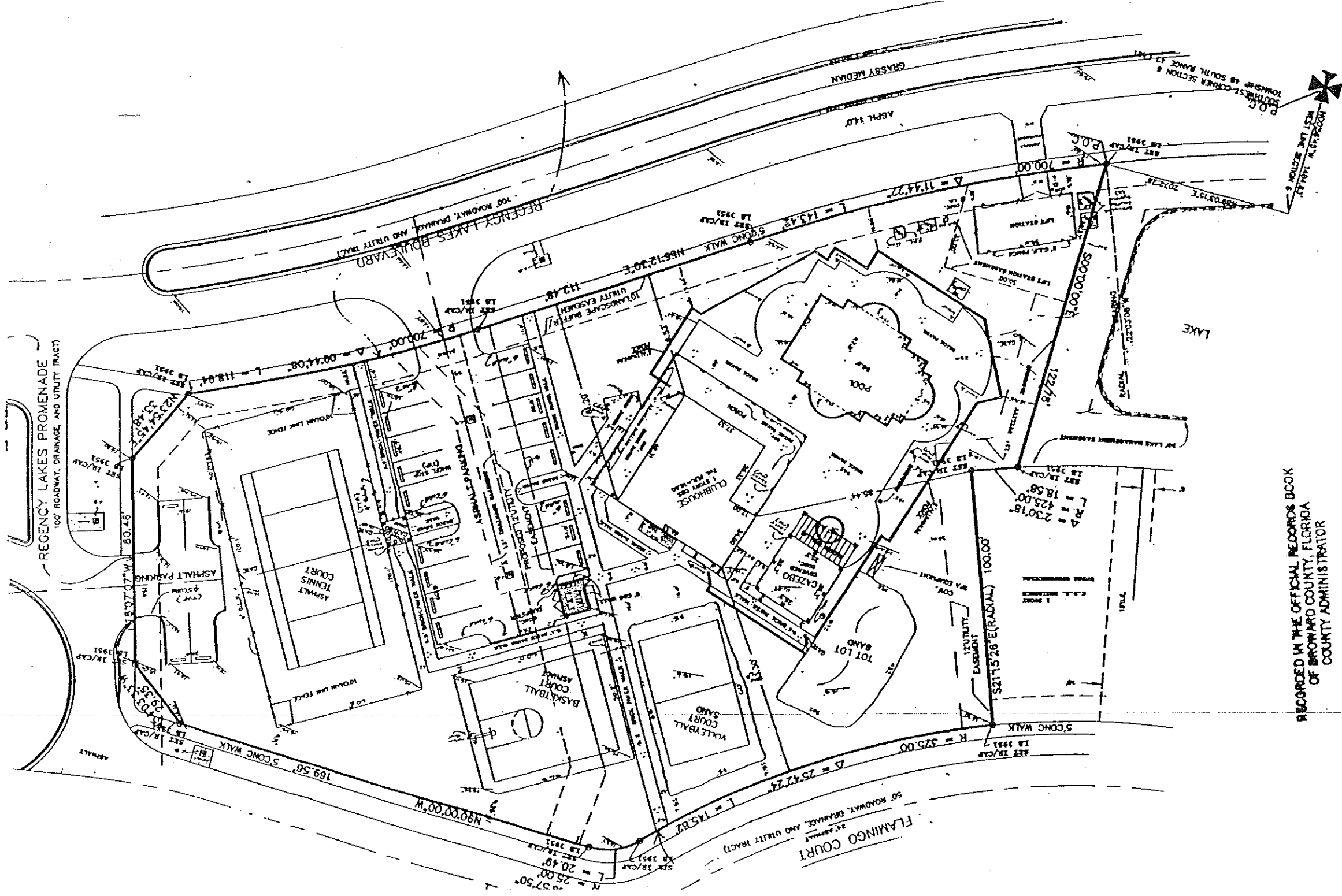
Property Purpose: Main Recreational Facility

A portion of Parcel "A", REGENCY LAKES AT COCONUT CREEK, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N 00°56'45" W along the West line thereof, a distance of 1484.83 feet; thence N 89°03'15" E, a distance of 2072.28 feet to the POINT OF BEGINNING; thence Easterly and Northerly along the arc of curve to the left whose radius point bears N 22°03'08" W having a radius of 700.00 feet, a central angle of 11°44'22", an arc distance of 143.42 feet; thence N 56°12'30" E, a distance of 112.48 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 700.00 feet, a central angle of 09°44'08", an arc distance of 118.94 feet to a point of non-tangency; thence N 23°54'45" E, a distance of 33.48 feet; thence N 18°07'07" W, a distance of 80.46 feet; thence N 54°03'33" W, a distance of 29.35 feet; thence N 90°00'00" W, a distance of 169.56 feet to a point of curvature; thence Westerly and Southerly along the arc of curve to the left, having a radius of 25.00 feet, a central angle of 46°57'50", an arc distance of 20.49 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right having a radius of 325.00 feet, a central angle of 25°42'24", an arc distance of 145.82 feet to a point of non-tangency; thence S 21°15'26" E, a distance of 100.00 feet; thence Southwesterly along the arc of curve to the right whose radius point bears N 21°15'26" W, having a radius of 425.00 feet, a central angle of 02°30'18", an arc distance of 18.58 feet to a point of non-tangency; thence S 00°00'00" E, a distance of 122.78 feet to the POINT TO BEGINNING.

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

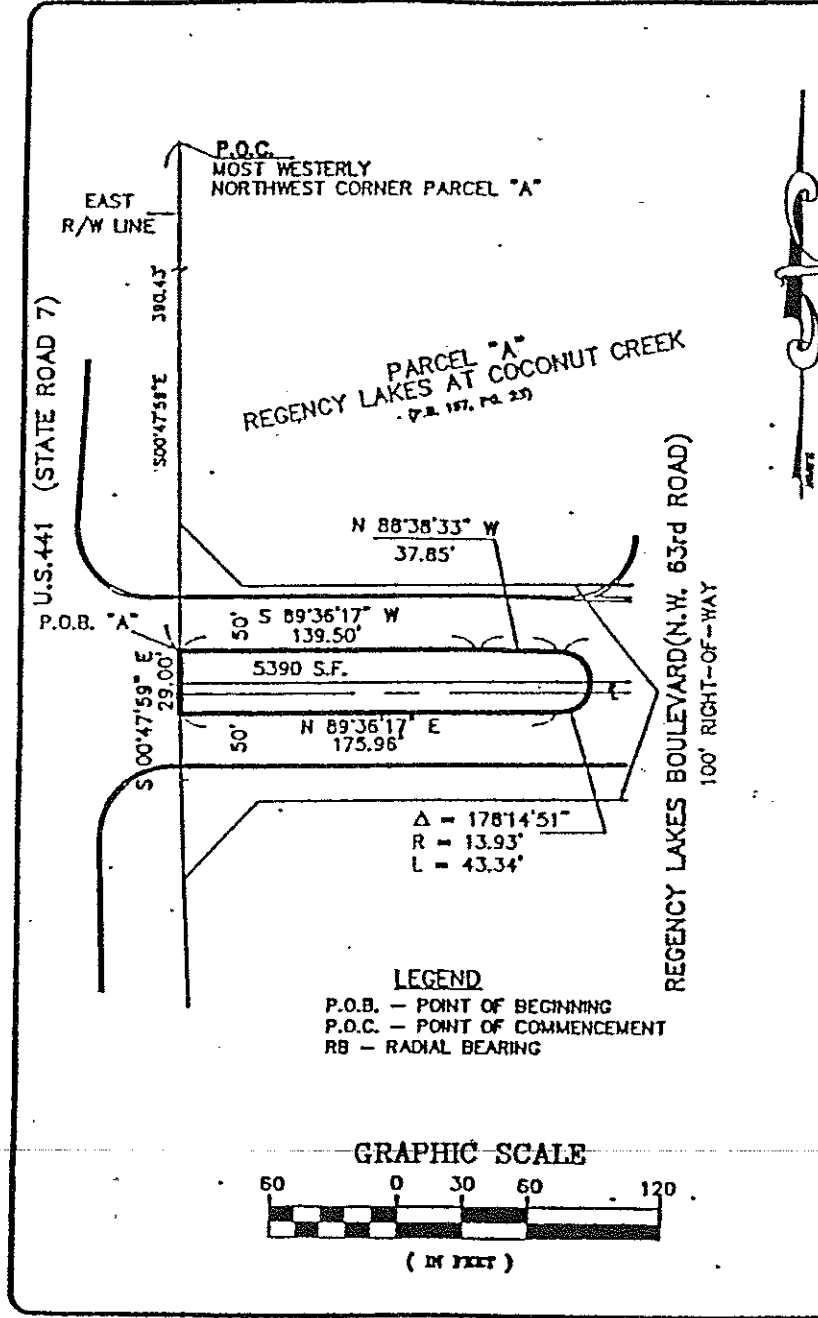
Containing 66,056 Square Feet / 1.52 Acres, more or less.



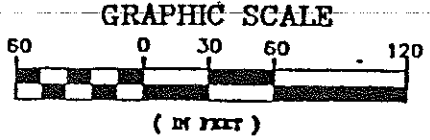
RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

COCONUT CREEK, FLORIDA
 PLAT 7 OF 77

Property Use: Clock Tower, Water Fountain and Median Entry Features



LEGEND
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 RB - RADIAL BEARING



- NOTES:
1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
 2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership or other Instruments of Record.
 3. Bearings shown hereon are relative to the East line of State Road No. 7 bearing S 00° 47' 59" E.
 4. Underground foundations were not located.
 5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION:
 A portion of "N.W. 63rd Road", as delineated on the plot of "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Westerly Northwest corner of Parcel "A" of said "REGENCY LAKES AT COCONUT CREEK"; thence S 00° 47' 59" E along the East right-of-way line of State Road No. 7 (U.S. 441), as shown on said plat, a distance of 390.43 feet to the POINT OF BEGINNING; thence S 00° 47' 59" E, continuing along said East right-of-way line, a distance of 29.00 feet; thence N 89° 36' 17" E, a distance of 175.96 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 13.93 feet, a central angle of 178° 14' 51", an arc distance of 43.34 feet to the point of tangency; thence N 88° 38' 33" W, a distance of 37.85 feet; thence S 89° 36' 17" W, a distance of 139.50 feet to the POINT OF BEGINNING;

Sold lands situate in the City of Coconut Creek, Broward County, Florida.
 Containing 5,390 Square Feet / 0.1237 Acres, more or less.
 Subject to Easements, Restrictions, Reservations, Covenants and Rights-of-Way of Record.
CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 10, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida

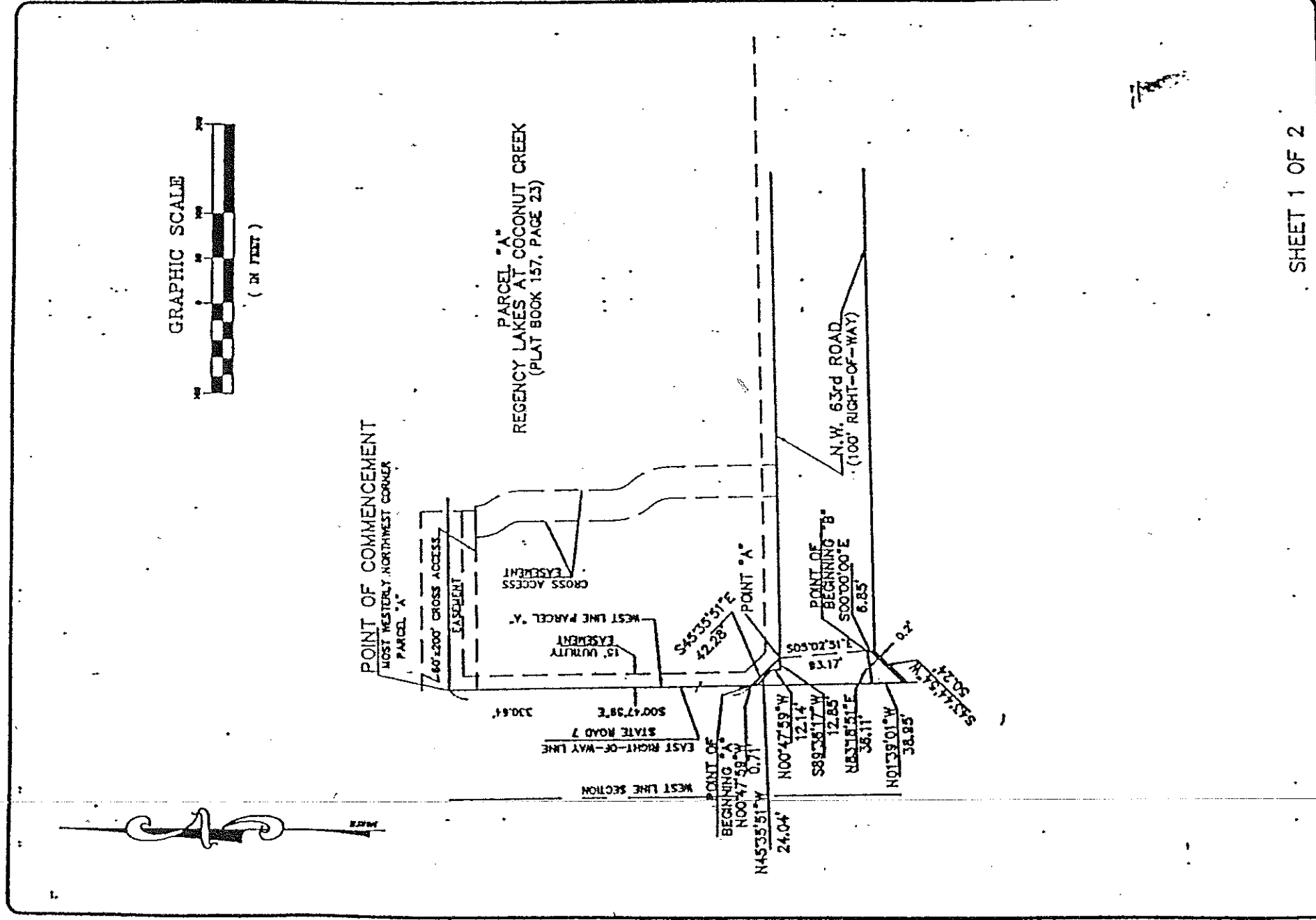
DATE 4/18/95
 SCALE AS SHOWN
 DRAWN BY DJL

REVISIONS

CADFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palm Beach First Road - Suite 100A
 West Palm Beach, Florida 33413 (407) - 392-1881

~~CONFIDENTIAL~~
~~PLANNING~~

Property Use: Entry Wall with Signage, at Regency Lakes Boulevard and State Road 7.



SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palm Beach Park Road - Suite 100A
West Palm Beach, Florida 33413 (407) - 322-1991

REVISIONS

DATE 11/8/93
SCALE AS SHOWN
DRAWN BY
CHECKED BY MSC

~~CONFIDENTIAL~~
~~PLAT~~

Property Use: Entry Wall with Signage, at Regency Lakes Boulevard and State Road 7.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929.
4. Bearings shown hereon are relative to the record plat.
5. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
6. Underground foundations were not located.
7. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION:

A portion of Northwest 63rd Road, as shown on the plat of "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the most Westerly Northwest corner of Parcel "A" of said plat; thence S 00° 47' 59" E along the West line of said Parcel "A", a distance of 330.64 feet to the POINT OF BEGINNING "A"; thence S 43° 35' 51" E along the North right-of-way line of "N.W. 63rd Road", as shown on said plat, a distance of 42.28 feet to Point "A"; thence S 89° 36' 17" W, a distance of 12.85 feet; thence N 00° 47' 59" W, a distance of 12.14 feet; thence N 45° 35' 51" W, a distance of 24.04 feet to a point of intersection with the east right-of-way line of State Road No. 7; thence N 00° 47' 59" W along said right-of-way line, a distance of 0.71 feet to POINT OF BEGINNING "A".

TOGETHER WITH

Commencing at aforesaid Point "A"; thence S 05° 02' 51" E, a distance of 93.17 feet to POINT OF BEGINNING "B"; thence S 00° 00' 00" E, a distance of 6.85 feet to a point of intersection with a line 0.20 feet northerly of and parallel with, as measured at right angles to the corner chord of the southerly right-of-way line of said N.W. 63rd Road; thence S 43° 44' 54" W along said south parallel line, a distance of 50.24 feet to a point of intersection with the east Right-of-Way line of State Road No. 7; thence N 01° 39' 01" W along said east Right-of-Way line, a distance of 38.95 feet; thence N 83° 18' 51" E, a distance of 36.11 feet to the POINT OF BEGINNING.

Said lands situate in the City of Coconut Creek, Broward County, Florida, Containing 914.7 square feet, more or less. Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on November 8, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley

David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida



CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7201A West Palmville Post Road - Suite 100A
 West Palm Beach, Florida 33413 (407) - 382-1881

REVISIONS

DATE 11/8/95
 SCALE AS SHOWN
 DRAWN BY DEL
 COUNTY MSC

~~GENUINE EXHIBIT~~
 PAGE 9 of 11

Property Use: Entry Wall with Signage and Landscaping at Regency Lakes Boulevard and State Road 7.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the West line of Parcel "A" bearing S 00° 47' 59" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (AREA "A")

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the most Westerly Northwest corner of said Parcel "A"; thence S 00° 47' 59" E along the West line of said Parcel "A", a distance of 308.44 feet to the POINT OF BEGINNING "A"; thence continuing S 00° 47' 59" E along said West line, a distance of 22.20 feet; thence S 45° 35' 57" E along said West line, a distance of 42.28 feet; thence N 89° 36' 16" E along a boundary line of said Parcel "A", a distance of 1.64 feet; thence N 00° 00' 00" E, a distance of 13.13 feet; thence N 45° 00' 00" W, a distance of 38.17 feet; thence N 00° 48' 58" W, a distance of 11.73 feet; thence S 89° 12' 01" W, a distance of 5.00 feet to the POINT OF BEGINNING.

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

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley

David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida



CAULFIELD & WEBBELLER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301 West Palmbeach Park Road - Suite 100A
 West Palm Beach, Florida 33413 (407) - 382-1181

REASONS:

DATE	4/6/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL

~~COMPOSITE EXHIBIT A~~
PAGE 7 OF 14

Property Purpose: Roadway, Drainage and Utility Tract.

DESCRIPTION: (ROADWAY, DRAINAGE & UTILITY TRACT)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida being more particularly described as follows:

COMMENCE at the most Westerly Northwest corner of said Parcel "A"; thence S 00°47'59" E along the West line of said Parcel "A", a distance of 330.64 feet; thence S 45°35'51" E, a distance of 42.28 feet; thence N 89°36'17" E, a distance of 676.83 feet (the previous two courses and distances are along the boundary line of said Parcel "A" to the POINT OF BEGINNING; thence N 89°36'17" E, a distance of 131.98 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 2000.00 feet, a central angle of 15°40'31", an arc distance of 547.17 feet to a point of tangency; thence S 74°43'12" E, a distance of 128.54 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 700.00 feet, a central angle of 49°04'18", an arc distance of 599.52 feet to a point of tangency; thence N 56°12'30" E, a distance of 112.48 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 700.00 feet, a central angle of 09°44'08", an arc distance of 118.94 feet to a point of intersection with a non-tangent line; thence N 23°54'46" E, a distance of 33.48 feet; thence N 18°07'07" W, a distance of 124.89 feet to a point of curvature; thence Northerly along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 12°19'40", an arc distance of 53.79 feet to the point of intersection with a non-tangent line; thence S 88°17'57" E, a distance of 89.24 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 67.00 feet, a central angle of 130°40'24", an arc distance of 152.81 feet to the point of intersection with a non-tangent line; thence S 18°07'07" E, a distance of 26.67 feet; thence S 60°08'58" E, a distance of 33.48 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the right, whose radius point bears S 12°10'51" E, having a radius of 700.00 feet, a central angle of 11°47'12", an arc distance of 144.00 feet to the point of intersection with a non-tangent line; thence S 00°23'39" E, a distance of 100.00 feet; to a point of intersection with a non-tangent curve, thence Westerly along the arc of a curve to the left whose radius point bears S 00°23'39" E, having a radius of 500.00 feet, a central angle of 33°23'51", an arc distance of 349.74 feet to a point of tangency; thence S 56°12'30" W, a distance of 112.48 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right, having a radius of 800.00 feet, a central angle of 37°16'46", an arc distance of 520.52 feet to the point of intersection with a non-tangent line; thence S 53°43'14" W, a distance of 31.98 feet; thence S 13°57'13" W, a distance of 446.35 feet to a point of curvature; thence Souththerly along the arc of a curve to the left, having a radius of 450.00 feet, a central angle of 14°20'56", an arc distance of 619.24 feet to a point of curvature; thence S 00°23'43" W, a distance of 619.24 feet to a point of tangency; thence Southerly along the arc of a curve to the left, having a radius of 250.00 feet, a central angle of 90°01'11", an arc distance of 392.79 feet to a point of tangency; thence N 89°35'06" E, a distance of 291.19 feet; thence S 00°24'55" E, a distance of 100.00 feet; thence S 89°35'06" W, a distance of 291.19 feet to a point of curvature; thence Westerly along the arc of a curve to the right, having a radius of 350.00 feet, a central angle of 90°01'11", an arc distance of 549.90 feet to a point of tangency; thence N 00°23'43" W, a distance of 619.24 feet to a point of curvature; thence Northerly along the arc of a curve to the right, having a radius of 550.00 feet, a central angle of 14°20'56", an arc distance of 137.74 feet to a point of tangency; thence N 13°57'13" E, a distance of 434.62 feet; thence N 31°02'30" W, a distance of 35.35 feet; to a point of intersection with a non-tangent curve, thence Westerly along the arc of a curve to the right whose radius point bears N 13°57'47" E, having a radius of 800.00 feet, a central angle of 01°19'00", an arc distance of 18.39 feet to a point of tangency; thence N 74°43'12" W, a distance of 128.54 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 1900.00 feet, a central angle of 15°40'31", an arc distance of 519.81 feet to a point of tangency; thence S 89°36'17" W, a distance of 131.98 feet; thence N 00°23'43" W, a distance of 100.00 feet to the POINT OF BEGINNING.
Containing 9.4579 Acres, more or less.

NOTES:

1. Reproductions of this sketch are not valid unless sealed, with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other instruments of Record.
3. Bearings shown hereon are relative to the West line of Parcel "A" bearing S 00° 47' 59" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 10, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindley, P.L.S.

Reg. Land Surveyor #5005
State of Florida

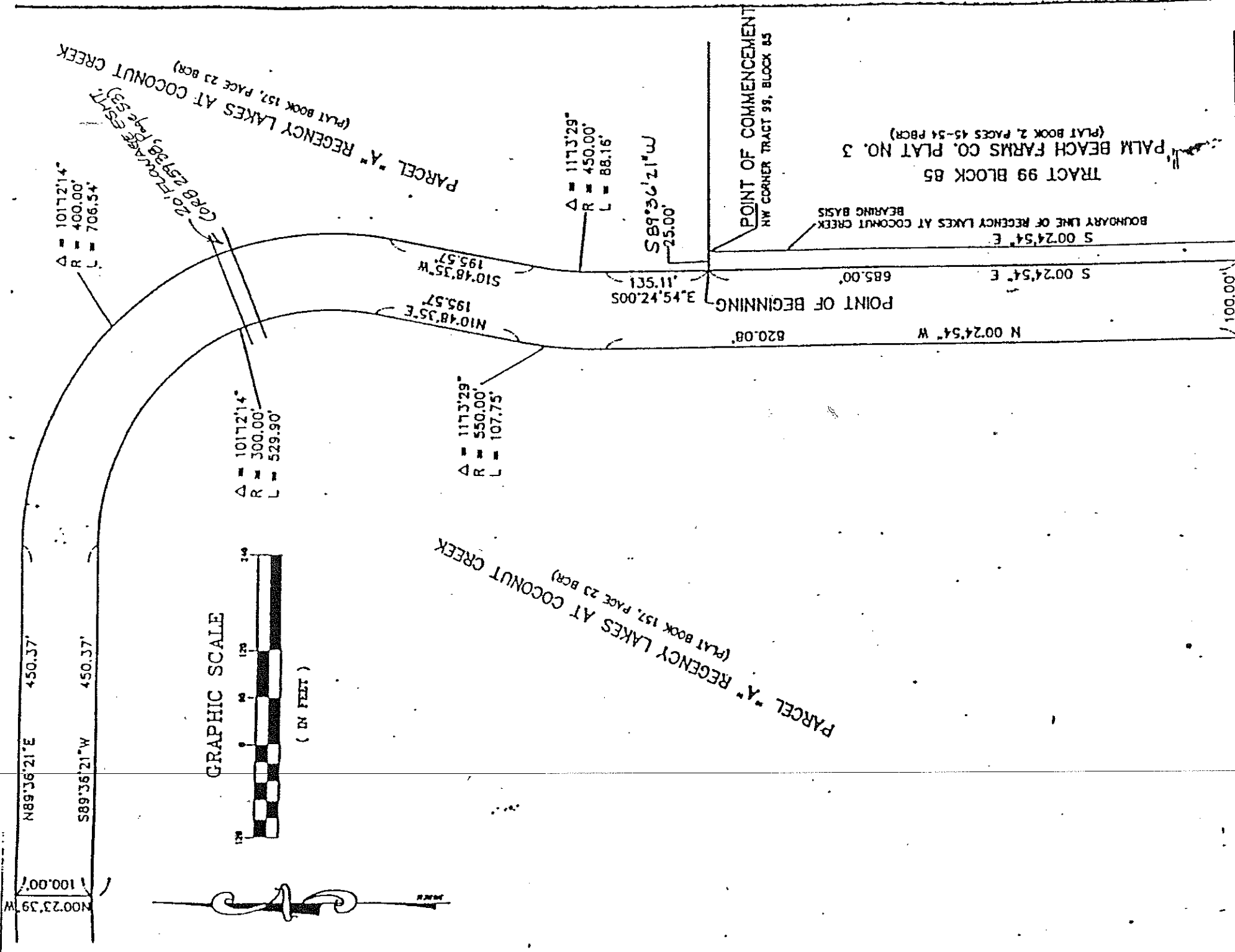


CAULFIELD & WEBBER, INC.
Civil Engineering - Land Planning - Surveying
7301A West Palmville Post Road - Suite 100A
Boca Raton, Florida 33433 (407) - 372-1981

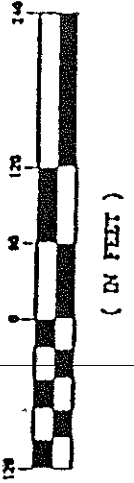
REVISIONS

DATE 4/8/95
SCALE AS SHOWN
DRAWN BY DPL
CHECKED BY

SHEET 2 OF 2



GRAPHIC SCALE



BOUNDARY LINE OF REGENCY LAKES AT COCONUT CREEK 589'36'21" W

PALM BEACH FARMS CO. PLAT NO. 3
 (PLAT BOOK 2, PAGES 45-54 PBCR)

SHEET 1 OF 2

CAULFIELD & WEBBLER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmelle Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1981

REVISIONS

NO.	DATE	DESCRIPTION
1	11-4-96	

DATE 7/9/98
 SCALE AS SHOWN
 DRAWN BY DJL
 CHECKED BY JAH
 PLOTTED BY N/A

COMPOSITE PLAT
PAGE 7 OF 11

Property Purpose: Roadway, Drainage and Utility Tract.

NOTES:

- 1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
- 2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership or other Instruments of Record.
- 3. Bearings shown hereon are relative to the record plat.
- 4. Underground foundations were not located.
- 5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (PHASE 2 ROADWAY, DRAINAGE, UTILITY TRACT)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of Tract 99, Block 85, as shown on "THE PALM BEACH FARMS CO. PLAT NO. 3", as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida, also being a corner of said Parcel "A", "REGENCY LAKES AT COCONUT CREEK"; thence S 89° 36' 21" W, a distance of 25.00 feet to the POINT OF BEGINNING; thence S 00° 24' 54" E, a distance of 585.00 feet to a point of intersection with a boundary line of aforesaid Parcel "A"; thence S 89° 36' 21" W along said boundary line, a distance of 100.00 feet; thence N 00° 24' 54" W, a distance of 820.08 feet to a point of curvature; thence Northerly along the arc of a curve to the right having a radius of 550.00 feet, a central angle of 11° 13' 29", an arc distance of 107.75 feet to a point of tangency; thence N 10° 48' 35" E, a distance of 195.57 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left having a radius of 300.00 feet, a central angle of 101° 12' 14", an arc distance of 529.90 feet to a point of tangency; thence S 89° 36' 21" W, a distance of 450.37 feet; thence N 00° 23' 39" W, a distance of 100.00 feet; thence N 89° 36' 21" E, a distance of 450.37 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right having a radius of 400.00 feet, a central angle of 101° 12' 14", an arc distance of 706.54 feet to a point of tangency; thence S 10° 48' 35" W, a distance of 195.57 feet to a point of curvature; thence Southerly along the arc of a curve to the left having a radius of 450.00 feet, a central angle of 11° 13' 29", an arc distance of 86.16 feet to a point of tangency; thence S 00° 24' 54" E, a distance of 135.11 feet to the POINT OF BEGINNING.


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


Containing 218,221 Square Feet / 5.01 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants and Rights-of-Way of Record.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on July 10, 1996. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.


 David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida LB #3591



CAULFIELD & WEBBLER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmtoke Port Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1991

REVISIONS

DATE 7/9/96
 SCALE AS SHOWN
 DRAWN BY DJL
 CHECKED BY DJM

~~CONFIDENTIAL - 11~~
~~PAGE 18 OF 11~~

Property Purpose: Main Recreational Facility

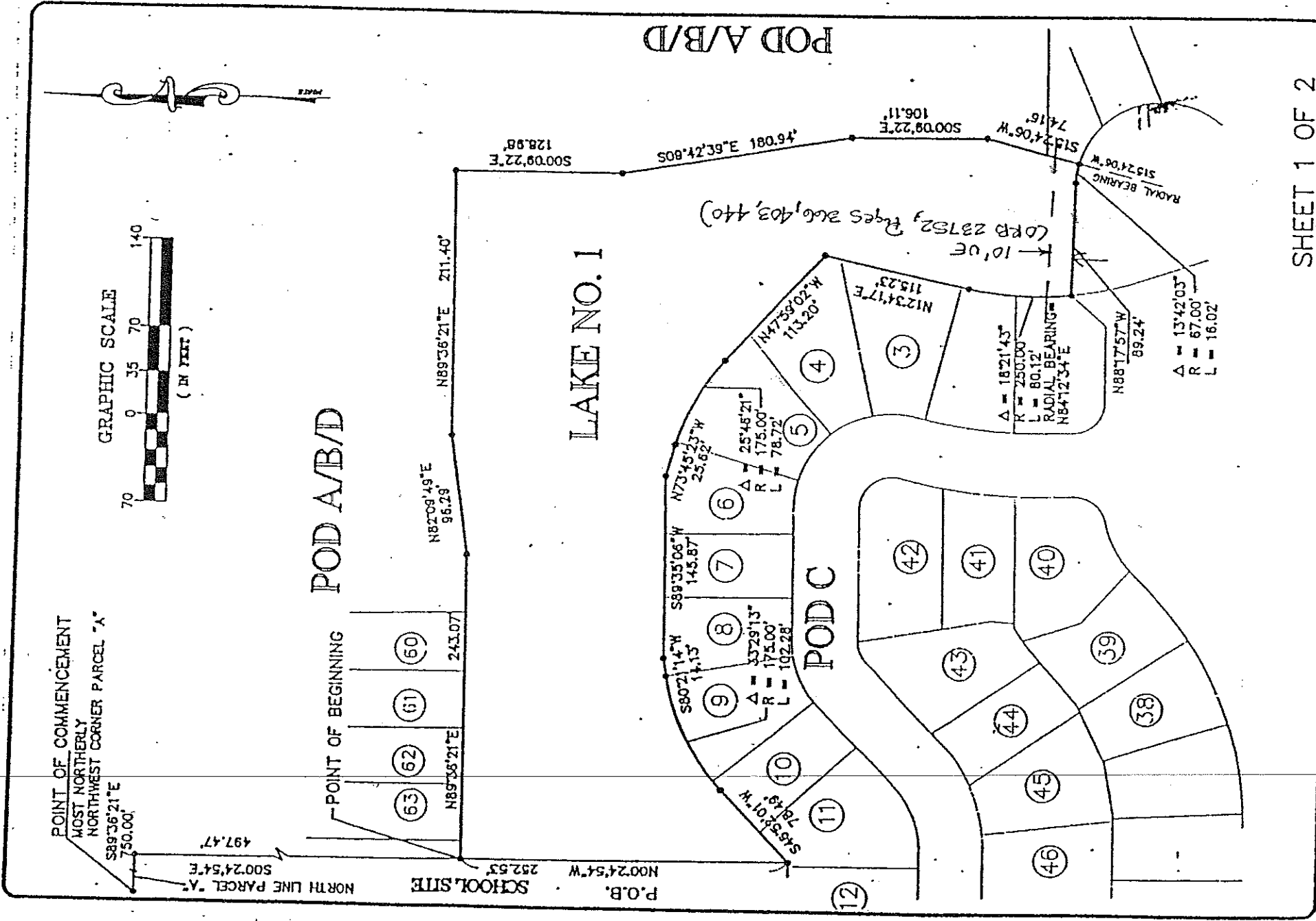
A portion of Parcel "A", REGENCY LAKES AT COCONUT CREEK, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N 00°56'45" W along the West line thereof, a distance of 1484.83 feet; thence N 89°03'15" E, a distance of 2072.28 feet to the POINT OF BEGINNING; thence Easterly and Northerly along the arc of curve to the left whose radius point bears N 22°03'08" W having a radius of 700.00 feet, a central angle of 11°44'22", an arc distance of 143.42 feet; thence N 56°12'30" E, a distance of 112.48 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 700.00 feet, a central angle of 09°44'08", an arc distance of 118.94 feet to a point of non-tangency; thence N 23°54'45" E, a distance of 33.48 feet; thence N 18°07'07" W, a distance of 80.46 feet; thence N 54°03'33" W, a distance of 29.35 feet; thence N 90°00'00" W, a distance of 169.56 feet to a point of curvature; thence Westerly and Southerly along the arc of curve to the left, having a radius of 25.00 feet, a central angle of 46°57'50", an arc distance of 20.49 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right having a radius of 325.00 feet, a central angle of 25°42'24", an arc distance of 145.82 feet to a point of non-tangency; thence S 21°15'26" E, a distance of 100.00 feet; thence Southwesterly along the arc of curve to the right whose radius point bears N 21°15'26" W, having a radius of 425.00 feet, a central angle of 02°30'18", an arc distance of 18.58 feet to a point of non-tangency; thence S 00°00'00" E, a distance of 122.78 feet to the POINT TO BEGINNING.

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

Containing 66,056 Square Feet / 1.52 Acres, more or less.

~~COMPOSITE~~
PAGE 1 OF 1



SHEET 1 OF 2

AWI
CAULFIELD & WEHLER, INC.
 Consulting Engineers - Land Planner - Surveyor
 7201A West Palmate Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 312-1191

REGENCY

~~CURTIS L. WHEELER, L.L.M.~~
~~Surveyor~~

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other instruments of Record.
3. Bearings shown hereon are relative to the North line of Parcel "A" bearing N 89° 36' 21" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (LAKE NO. 1)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida being more particularly described as follows:

COMMENCE at the most Northerly Northwest corner of said Parcel "A"; thence N 89° 36' 21" E along the North line thereof, a distance of 750.00 feet; thence S 00°24'54" E, a distance of 497.47 feet to the POINT OF BEGINNING; thence N 89°36'21" E, a distance of 243.07 feet; thence N 82°09'49" E, a distance of 96.29 feet; thence N 89°36'21" E, a distance of 211.40 feet; thence S 00°09'22" E, a distance of 128.98 feet; thence S 09°42'39" E, a distance of 180.94 feet; thence S 00°09'22" E, a distance of 106.11 feet; thence S 15° 24' 06" W, a distance of 74.16 feet to a point of intersection with a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 15°24'06" W, having a radius of 67.00 feet, a central angle of 13°42'03", an arc distance of 16.02 feet to a point of tangency; thence N 88°17'57" W, a distance of 89.24 feet; to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the right whose radius point bears N 84°12'34" E, having a radius of 250.00 feet, a central angle of 18°21'43", an arc distance of 80.12 feet to a point of tangency; thence N 12°34'17" E, a distance of 115.23 feet; thence N 47°59'02" W, a distance of 113.20 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 25°46'21", an arc distance of 78.72 feet to a point of tangency; thence N 73°45'23" W, a distance of 25.62 feet; thence S 89°35'06" W, a distance of 145.87 feet; thence S 80°21'14" W, a distance of 14.13 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 33°29'13", an arc distance of 102.28 feet to a point of tangency; thence S 46°52'01" W, a distance of 78.49 feet; thence N 00°24'54" W, a distance of 252.53 feet, to the POINT OF BEGINNING.

Containing 2.1121 Acres, more or less.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.



David A. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida



CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7201A West Palmbeach Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 312-1911

REVISIONS

DATE	4/8/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
FLD. BK.	N/A
DATE	N/A

~~CONFIDENTIAL INSTRUMENT~~
~~RECORDED~~

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the boundary line of Parcel "A" bearing S 00° 24' 54" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (LAKE NO. 2)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Northerly Northeast corner of said Parcel "A"; thence S 00° 24' 54" E along a boundary line thereof, a distance of 497.47 feet to the POINT OF BEGINNING; thence S 00° 24' 54" E, continuing along said boundary line, a distance of 152.53 feet; thence N 89° 36' 21" E along a boundary line of said Parcel "A", a distance of 48.46 feet; thence S 00° 23' 39" E, a distance of 313.68 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 38° 22' 02", an arc distance of 117.19 feet to i. a. point; thence S 40° 55' 32" E, a distance of 72.81 feet; thence S 69° 57' 49" W, a distance of 25.73 feet; to a point of intersection with a non-tangent curve, thence Westerly along the arc of a curve to the left whose radius point bears S 21° 35' 08" W, having a radius of 400.00 feet, a central angle of 21° 58' 47", an arc distance of 153.45 feet to a point of tangency; thence S 89° 36' 21" W, a distance of 50.85 feet; thence N 00° 23' 39" W, a distance of 328.38 feet; thence N 10° 01' 08" W, a distance of 142.62 feet; thence S 89° 36' 21" W, a distance of 348.08 feet; thence N 05° 47' 32" W, a distance of 74.64 feet; thence N 00° 09' 22" W, a distance of 65.69 feet; thence N 89° 45' 24" E, a distance of 68.61 feet; thence N 89° 36' 21" E, a distance of 401.55 feet, to the POINT OF BEGINNING.

Containing 3.1562 Acres, more or less.


CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.



David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida

SHEET 2 OF 2



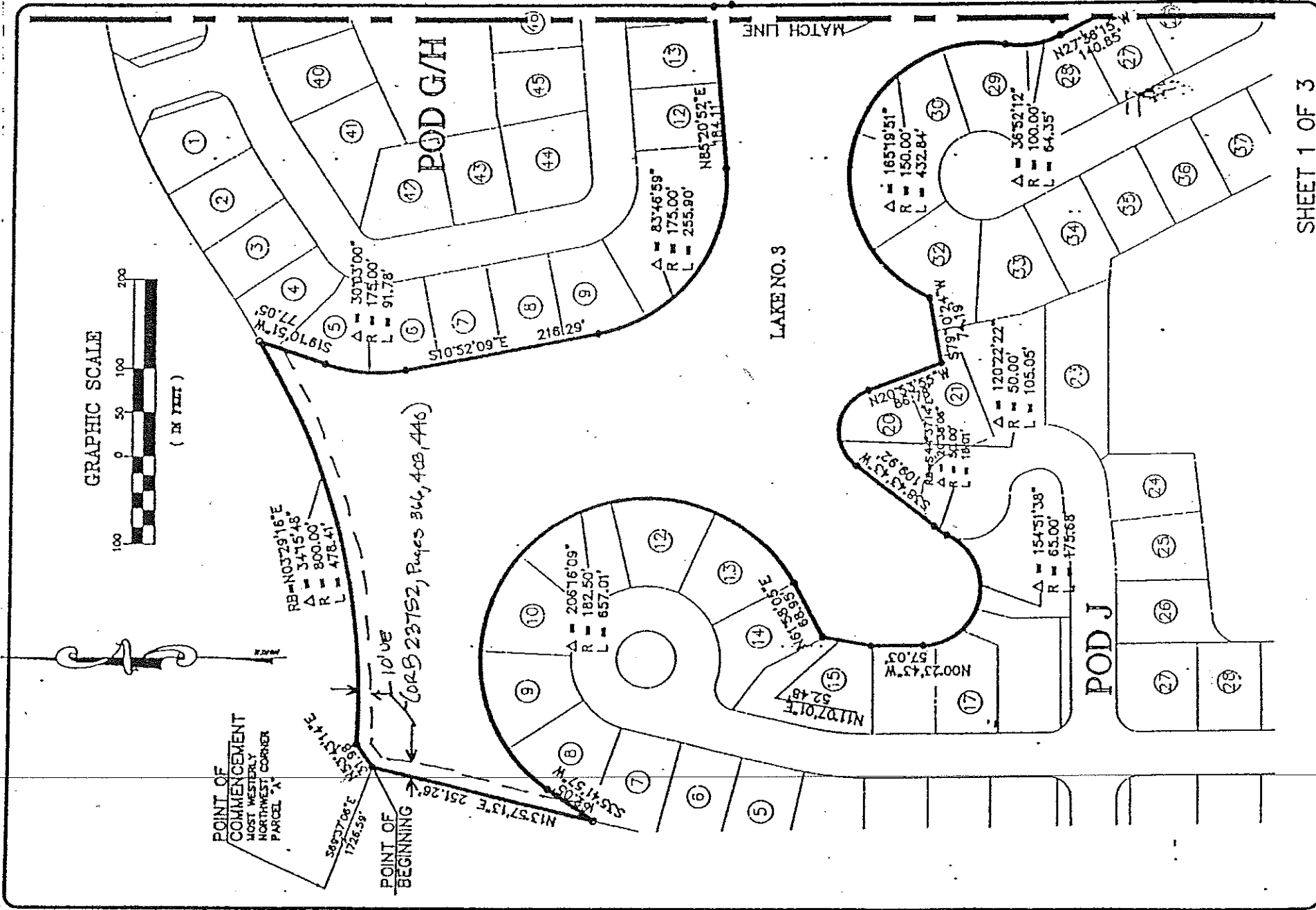
CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmbeach Lakes Park - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1881

REGENCY LAKES LAKE NO. 2

REVISIONS	DATE
ADD SURVEYOR'S DATA	4/2/97

DATE	4/6/95
SCALE	1"=60'
DRAWN BY	DPL
CHECKED BY	DPL
FILE NO.	N/A
PAGE	N/A
OF	277R

~~CERTIFICATE~~
~~PLAT~~

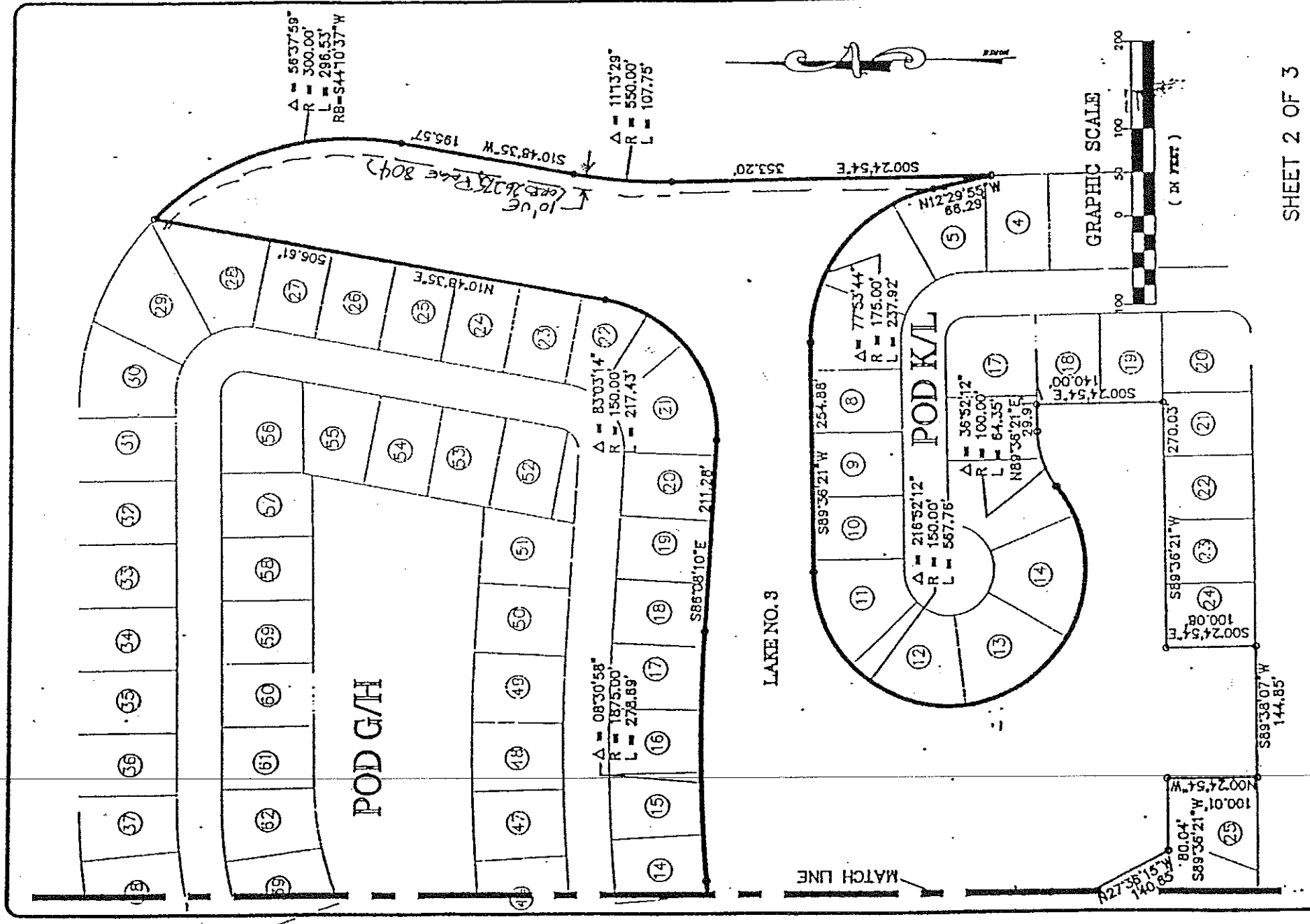


REVISIONS

DATE 4/6/95
SCALE AS SHOWN
DRAWN BY DPL
CHECKED BY DPL

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7501A West Palmate Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 382-1881

~~COMPOSITE~~
PAGE 0 OF 15



DATE 4/6/95
 SCALE AS SHOWN
 DRAWN BY DJI
 CHECKED BY DJI
 PLO. BK. N/A

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmelle Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 382-1991

~~CONFIDENTIAL~~
PAGE 7 OF 7

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the North line of Parcel "A" bearing N 89° 36' 21" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (LAKE NO. 3)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most Westerly Northwest corner of said Parcel "A"; thence S 69°37'06" E, a distance of 1726.59 feet, to the POINT OF BEGINNING; thence N 53°43'14" E, a distance of 31.98 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the left whose radius point bears N 03°29'16" E, having a radius of 800.00 feet, a central angle of 34°15'48", an arc distance of 478.41 feet to the point of intersection with a non-tangent line; thence S 19°10'51" W, a distance of 77.05 feet to a point of tangency; thence S 10°52'09" E, a distance of 216.29 feet to the left, having a radius of 175.00 feet, a central angle of 30°03'00", an arc distance of 91.78 feet to a point of tangency; thence Southerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 83°46'59", an arc distance of 255.90 feet to a point of tangency; thence N 85°20'52" E, a distance of 184.11 feet to a point of tangency; thence Easterly along the arc of a curve to the right, having a radius of 1875.00 feet, a central angle of 08°30'58", an arc distance of 278.69 feet to a point of tangency; thence S 86°08'10" E, a distance of 211.28 feet to a point of tangency; thence Easterly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 83°03'14", an arc distance of 217.43 feet to a point of tangency; thence N 10°48'35" E, a distance of 506.61 feet; to a point of intersection with a non-tangent curve, thence Southeasterly along the arc of a curve to the right whose radius point bears S 44°10'37" W, having a radius of 300.00 feet, a central angle of 56°37'59", an arc distance of 298.53 feet to a point of tangency; thence S 10°48'35" W, a distance of 195.57 feet to a point of tangency; thence Southerly along the arc of a curve to the left, having a radius of 550.00 feet, a central angle of 11°3'29", an arc distance of 107.75 feet to a point of tangency; thence S 00°24'54" E, a distance of 353.20 feet; thence N 12°29'55" W, a distance of 66.29 feet to a point of tangency; thence Northerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 77°53'44", an arc distance of 237.92 feet to a point of tangency; thence S 89°36'21" W, a distance of 254.86 feet to a point of tangency; thence Southerly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 216°32'12", an arc distance of 567.78 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 36°52'12", an arc distance of 64.35 feet to a point of tangency; thence N 89°36'21" E, a distance of 29.91 feet; thence S 00°24'54" E, a distance of 140.00 feet; thence S 89°36'21" W, a distance of 270.03 feet; thence S 00°24'54" E, a distance of 100.08 feet; thence S 89°36'07" W, a distance of 144.85 feet; thence N 00°24'54" W, a distance of 100.01 feet; thence S 89°36'21" W, a distance of 80.04 feet; thence N 27°36'15" W, a distance of 140.85 feet to a point of tangency; thence Northwesterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 36°52'12", an arc distance of 64.35 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 185°19'51", an arc distance of 432.84 feet to the point of intersection with a non-tangent line; thence S 79°10'24" W, a distance of 74.19 feet; thence N 20°53'55" W, a distance of 86.78 feet to a point of tangency; thence Northerly along the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 120°22'22", an arc distance of 105.05 feet to a point of tangency; thence S 38°43'43" W, a distance of 109.92 feet; to a point of intersection with a non-tangent curve, thence Southwesterly along the arc of a curve to the left whose radius point bears S 44°37'14" E, having a radius of 50.00 feet, a central angle of 203°06", an arc distance of 18.01 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right, having a radius of 65.00 feet, a central angle of 154°51'36", an arc distance of 175.68 feet to a point of tangency; thence N 00°23'43" W, a distance of 57.03 feet; thence N 11°07'01" E, a distance of 52.48 feet; thence N 61°58'05" E, a distance of 68.95 feet to a point of tangency; thence Northeasterly along the arc of a curve to the left, having a radius of 182.50 feet, a central angle of 206°16'09", an arc distance of 657.01 feet to a point of tangency; thence S 35°41'57" W, a distance of 62.05 feet; thence N 13°57'13" E, a distance of 251.26 feet to the POINT OF BEGINNING.

Containing 13.4821 acres of land, more or less.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

David P. Lindsay, P.L.S.
Reg. Land Surveyor #5005
State of Florida

SHEET 3 OF 3



CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7501A West Palmate Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1881

REVISIONS

DATE	4/6/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
PLANNED BY	N/A

GRAPHIC SCALE



LYONS ROAD BUSINESS PARK

(PLAT BOOK 137, PAGE 47)

POINT OF BEGINNING MOST EASTERLY NORTHEAST CORNER PARCEL "A"

BOUNDARY LINE PARCEL "A" 829.38'

5' UTILITY EASEMENT (PB 157, PAGE 23)

BOUNDARY LINE PARCEL "A" 989.81' (PLAT BOOK 2, PAGES 45-54)
 PALM BEACH FARMS CO. PLAT NO. 3
 S002454'E



$\Delta = 47.59^{\circ}57'$
 $R = 400.00'$
 $L = 335.10'$
 $RB = N86^{\circ}41'41''W$

LAKE NO. 4

10' UE
 CORB 26275, Page 804

SHEET 1 OF 2

CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmelle Park Road - Sula 100A
 Boca Raton, Florida 33433 (407) - 382-1891

REGENCY LAKES LAKE NO. 4
 SKETCH OF DESCRIPTION

REVISIONS

REV.	SKETCH	R. DEED.	4/2/97

DATE	4/7/95
SCALE	AS SHOWN
DRN. BY	DPL
CKD. BY	DPL
FLD. BK.	N/A
PAGE	N/A
JOB NO.	2228

~~COMPOSITE LAKES LAKE NO. 4~~
 PAGE 804

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the boundary line of Parcel "A" bearing S 00° 24' 54" E.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.

DESCRIPTION: (LAKE NO. 4)


A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the most Easterly Northeast corner of said Parcel "A"; thence S 00°24'54" E along a boundary line of said Parcel "A", a distance of 989.81 feet to a point of curvature; thence Northerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 89°58'45", an arc distance of 274.83 feet to a point of tangency; thence S 89°36'21" W, a distance of 500.10 feet; thence N 65°50'49" W, a distance of 40.30 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 91°53'50", an arc distance of 280.68 feet to the point of intersection with a non-tangent line; thence N 67°44'39" W, a distance of 17.25 feet; to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the left whose radius point bears N 86°41'41" W, having a radius of 400.00 feet, a central angle of 47°59'57", an arc distance of 335.10 feet to the point of intersection with a non-tangent line; thence N 45°18'22" E, a distance of 33.26 feet; thence N 89°36'21" E, a distance of 127.26 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 75.00 feet, a central angle of 24°32'50", an arc distance of 32.13 feet to a point of tangency; thence S 65°50'49" E, a distance of 201.83 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of 24°32'50", an arc distance of 139.24 feet to a point of tangency; thence N 89°36'21" E, a distance of 256.76 feet to a point of curvature; thence Easterly along the arc of a curve, to the left, having a radius of 175.00 feet, a central angle of 90°01'15", an arc distance of 274.95 feet to a point of tangency; thence N 00°24'54" W, a distance of 325.05 feet; thence S 89°35'10" W, a distance of 327.99 feet; to a point of curvature; thence Westerly along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 24°32'50", an arc distance of 85.69 feet to a point of tangency; thence N 65°50'49" W, a distance of 263.82 feet; thence N 39°31'26" W, a distance of 60.84 feet to a point of intersection with a boundary line of said Parcel "A"; thence N 89°36'21" E along said boundary line, a distance of 829.36 feet, to the POINT OF BEGINNING.

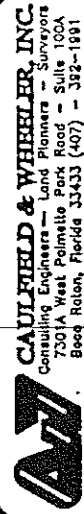
Containing 8.5418 acres, more or less.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.


David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida

SHEET 2 OF 2

REGENCY LAKES LAKE NO. 4
SKETCH OF DESCRIPTION

REVISIONS	
REV. SHEET 1 - DESG.	4/2/97

DATE	4/7/95
SCALE	AS SHOWN
DRN. BY	DPL
CHK. BY	DPL
PLD. BK.	N/A
PAGE	N/A
JOB NO.	222B

CONSULTING ENGINEER
PAGE 9 OF 15

~~SECRET~~
 11 01 12

DESCRIPTION: (LAKE NO. 5)

A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the most Southerly Southeast corner of said Parcel "A"; thence S 89°35'23" W along the South line of said Parcel "A", a distance of 827.38 feet; thence N 88°21'50" W continuing along the South line of said Parcel "A", a distance of 373.53 feet to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the right whose radius point bears N 87°53'49" E, having a radius of 50.00 feet, a central angle of 95°44'21", an arc distance of 83.65 feet to the point of tangency; thence S 86°21'50" E, a distance of 45.85 feet; thence N 45°03'00" E, a distance of 535.71 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 44°33'21", an arc distance of 77.76 feet to a point of tangency; thence N 89°36'21" E, a distance of 378.61 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 200.00 feet, a central angle of 90°01'15", an arc distance of 314.23 feet to a point of tangency; thence N 00°24'53" W, a distance of 639.21 feet; thence N 01°42'50" E, a distance of 75.05 feet; thence N 00°24'54" W, a distance of 55.44 feet; thence N 38°38'46" W, a distance of 70.73 feet; thence N 07°07'16" W, a distance of 76.64 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the right whose radius point bears S 19°49'33" E, having a radius of 25.00 feet, a central angle of 19°25'54", an arc distance of 8.48 feet to a point of tangency; thence N 89°36'21" E, a distance of 127.46 feet; thence S 06°30'42" E, a distance of 100.38 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 56°53'34", an arc distance of 29.79 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 13°43'59", an arc distance of 11.98 feet to the point of intersection with a non-tangent line and a boundary line of said Parcel "A"; thence S 89°36'21" W along said boundary line, a distance of 52.63 feet; thence S 00°24'54" E along a boundary line of said Parcel "A", a distance of 1461.57 feet to the POINT OF BEGINNING.

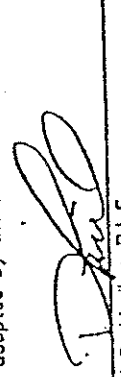
Containing 12.3957 acres of land, more or less.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Bearings shown hereon are relative to the South line of Parcel "A" bearing S 89° 35' 23" W.
4. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.
5. Data shown hereon was compiled from the Instrument of Record and does not constitute a boundary survey as such.


CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 7, 1995. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61C17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.



David P. Lindley, P.L.S.
 Reg. Land Surveyor #5005
 State of Florida

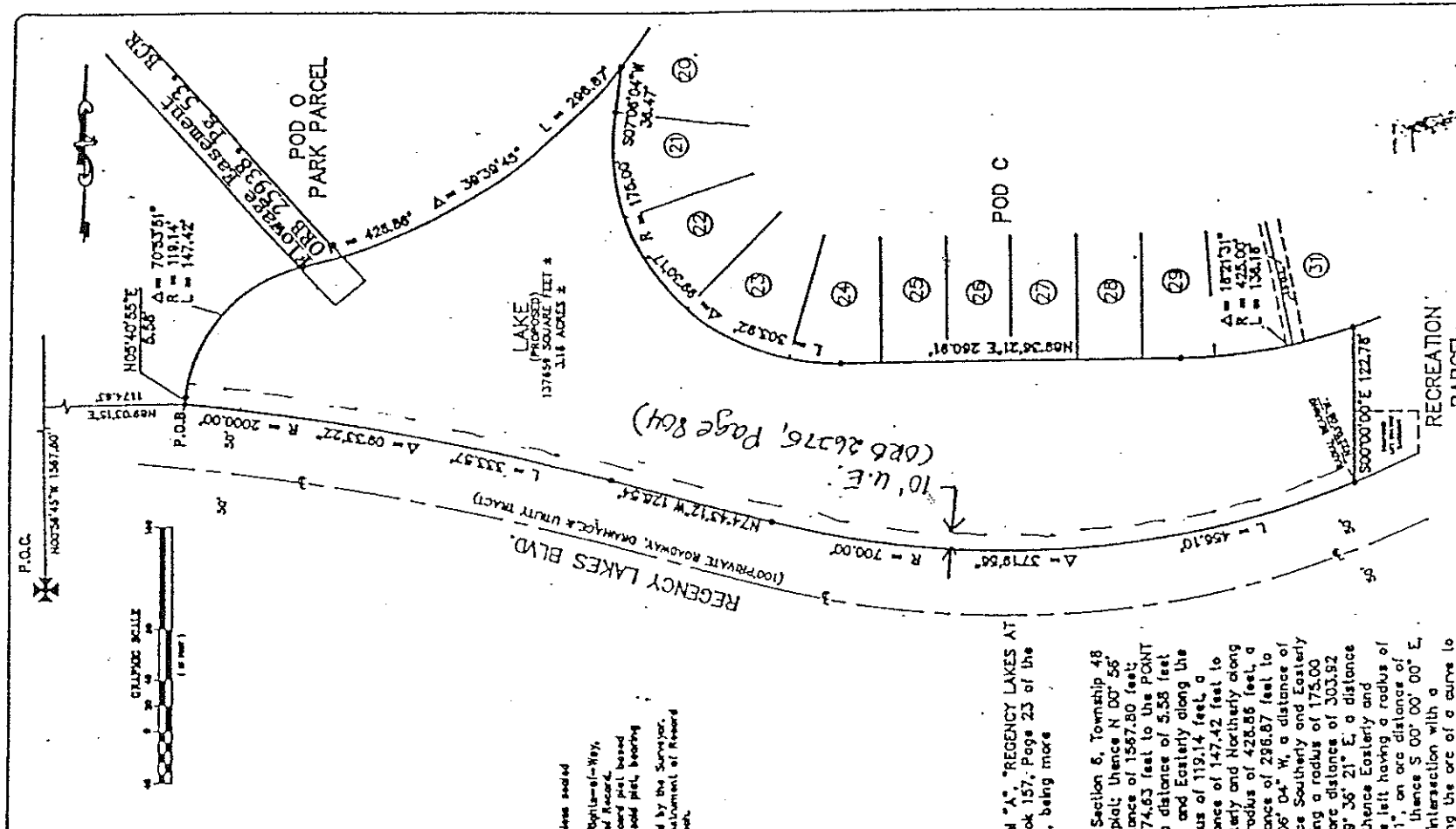
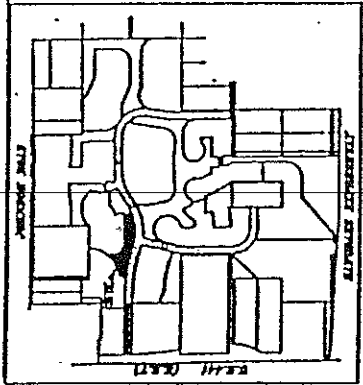
DATE	4/7/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
FILE NO.	N/A



CAULFIELD & WEBBELL, INC.
 Land Surveyors - Land Planners - Surveyors
 7501A West Peninsula Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1891

REVISIONS	

CORPORATION COMMON AREA LAKE



NOTES:

1. Reproductions of this sketch are not valid unless made with an unobscured surveyor's seal.
2. Landowners whose names are not designated for Right-of-Way, Easements, or other interests are not intended to be affected.
3. Bearings shown herein are relative to the road front bearing on the West Side of Section 6 as shown on said plat, bearing N 00° 47' 39" W.
4. The "LAND DESCRIPTION" herein was prepared by the Surveyor.
5. Data shown herein was compiled from the Instrument of Record and does not constitute a field survey of such.

DESCRIPTION: (LAKE NO. 6)

A parcel of land being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East as shown on said plat; thence N 00° 56' 45" W along the West line thereof, a distance of 1567.80 feet; thence N 89° 03' 15" E, a distance of 1174.63 feet to the POINT OF BEGINNING; thence N 05° 40' 55" E, a distance of 5.58 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 119.14 feet, a central angle of 70° 53' 51", an arc distance of 147.42 feet to a point of reverse curvature; thence Easterly and Northerly along the arc of a curve to the left having a radius of 428.88 feet, a central angle of 39° 39' 45", an arc distance of 298.87 feet to a point of non-tangency; thence S 07° 06' 04" W, a distance of 36.47 feet to a point of curvature; thence Southerly and Easterly along the arc of a curve to the left having a radius of 175.00 feet, a central angle of 99° 30' 17", an arc distance of 303.82 feet, a point of tangency; thence N 89° 36' 21" E, a distance of 260.91 feet to a point of curvature; thence Easterly and Northerly along the arc of a curve to the left having a radius of 425.00 feet, a central angle of 18° 21' 31", an arc distance of 136.18 feet to a point of non-tangency; thence S 00° 00' 00" E, a distance of 122.78 feet to a point of intersection with a curve; thence Southerly and Westerly along the arc of a curve to the right whose radius point bears N 22° 03' 08" W, having a radius of 700.00 feet, a central angle of 37° 19' 56", an arc distance of 456.10 feet to a point of tangency; thence N 74° 43' 12" W, a distance of 128.54 feet to a point of curvature; thence Northerly and Westerly along the arc of a curve to the left having a radius of 2000.00 feet, a central angle of 09° 33' 22", an arc distance of 333.57 feet to the POINT OF BEGINNING.

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

Containing 137,659 Square Feet / 3.160 Acres, more or less.

Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

CERTIFICATE

I hereby certify that the attached Sketch or Description of the herein described property is true and correct to the best of my knowledge and belief as prepared under my direction on April 10, 1993. I further certify that this Sketch or Description meets the Minimum Technical Standards set forth in Chapter 81017-4, approved by the Florida Board of Land Surveyors, pursuant to Florida Statute 472.027.

David F. Andley, P.L.S.
 Reg. Land Surveyor #2000
 State of Florida

~~CONFIDENTIAL~~

Page 13 of 15


LAKE
REGENCY LAKES
POD "G"

DESCRIPTION
(LAKE - POD "G")

A portion of Parcel "A", REGENCY LAKES AT COCONUT CREEK, according to the plat thereof as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N00°56'45"W, along the West boundary of said Section, 1443.87 feet; thence N89°03'15"E, 2409.48 feet; thence S10°52'09"E, 165.02 feet to the POINT OF BEGINNING; thence N64°44'23"E, 118.29 feet to a point of curvature; thence northeasterly, along the arc of said curve being concave to the southeast, having a radius of 400.00 feet, a delta of 24°51'58", an arc distance of 173.60 feet to a point of tangency; thence N89°36'21"E, 334.71 feet; thence S10°48'35"W, 191.44 feet; thence N86°08'10"W, 122.73 feet to a point of curvature; thence westerly, along the arc of said curve being concave to the south, having a radius of 2125.00 feet, a delta of 08°30'58"W, an arc distance of 315.84 feet to a point of tangency; thence S85°20'52"W, 103.63 feet; thence S75°26'58"W, 13.15 feet; thence N10°52'09"W, 104.51 feet to the POINT OF BEGINNING.

Said lands lying in the City of Coconut Creek, Florida.

PREPARED BY:
 CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planning - Surveyors
7301A West Palmatic Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 382-1981

DATE: 4/21/95
SHEET 1 OF 3
JOB NO.: 2517

~~CONFIDENTIAL~~

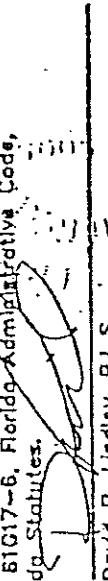
LAKE
REGENCY LAKES
POD "G"

NOTES:

1. Reproductions of this Sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon were not abstracted by the Surveyor for Easements, Ownership, or Rights-of-way of records.
3. The land description shown hereon was prepared by the Surveyor
4. Bearings shown hereon are based on the Plat with the W. line of Section 6 having a bearing of N00°56'45"W
5. Abbreviation Legend: Δ = Delta Angle; L = Arc Length; R = Radius; Rod = Rodial; P.O.C. = Point of Commencement; P.O.B. = Point of Beginning; Bdy. = Boundary; Sec. = Section; Twp. = Township; Rge. = Range; P.B. = Plat Book; Pt. = point
6. This is not a Survey

CERTIFICATE:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as delineated under my direction on Apr. 21, 1995. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



David P. Lindley, P.L.S.
FLORIDA REGISTRATION NO. 5005

PREPARED BY:

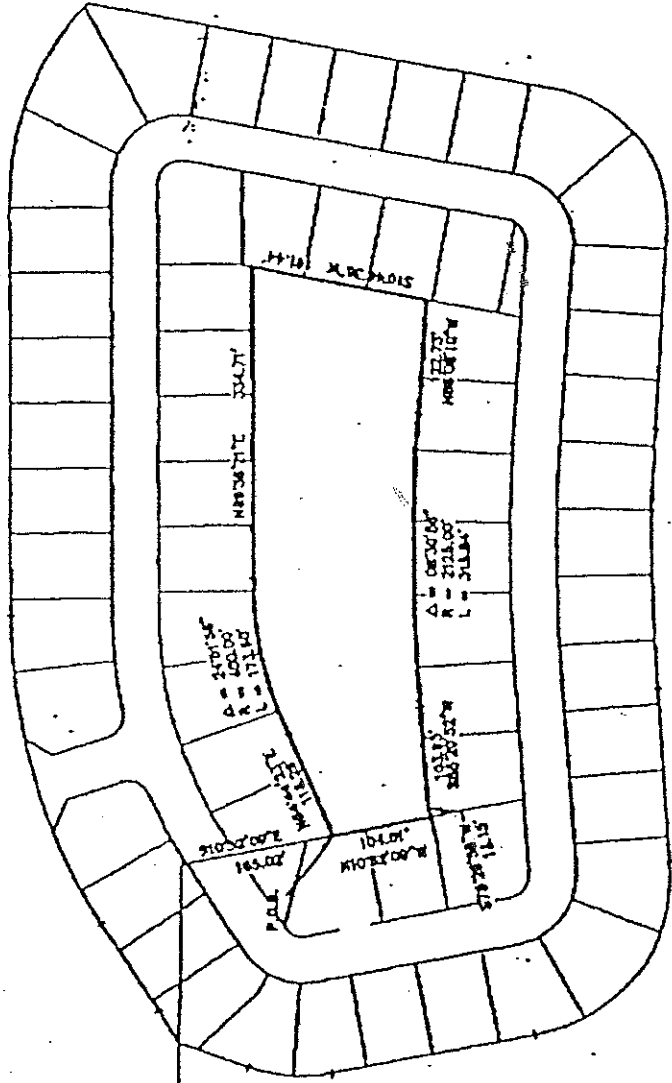


CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmelle Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1881

DATE: 4/21/95
SHEET 2 OF 3
JOB NO.: 2517

~~CONFIDENTIAL - EXEMPT FROM "A"~~
CORPORATION COMMON AREA LAKE

LAKE
REGENCY LAKES
POD "G"



PARCEL "A"
REGENCY LAKES AT COCONUT CREEK
(P.B.137, P.G. 23)

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

PREPARED BY:



CAULFIELD & WHEELER, INC.
Consulting Engineer - Land Planners - Surveyors
7301A West Palmella Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 382-1991

SCALE: 1" = 200'
DATE: 4/21/95

JOB NO.: 2517

N0036'45" W 143.87'

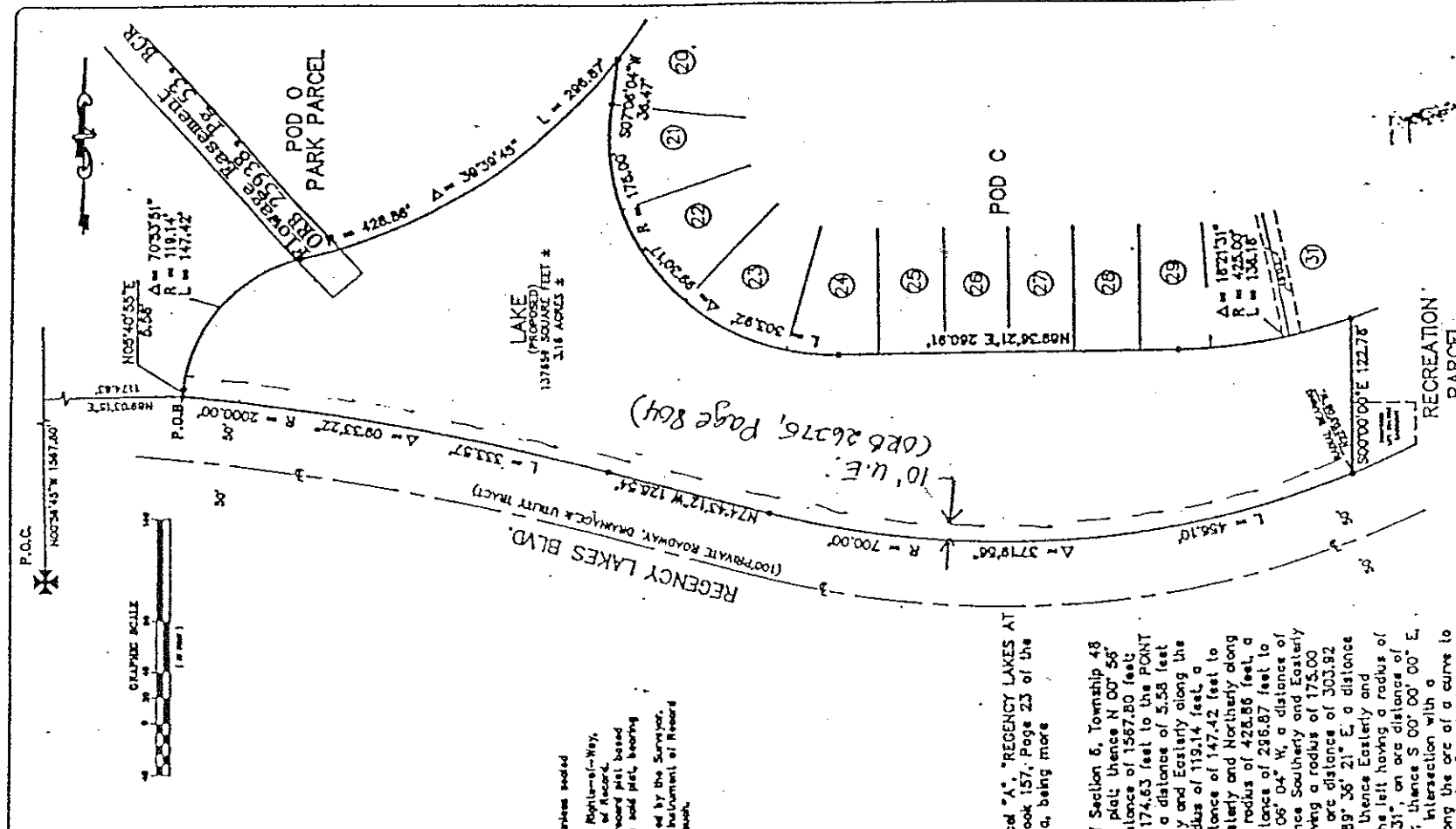
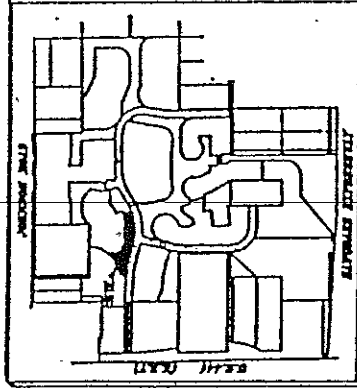


P.O.C.
S.W. CORNER
SEC. 8, TWP. 48S., RGE. 12E.

N89°03'19"E
2408.48'

Exhibit C - Articles of Incorporation of Corporation, as amended
as of the Date of Recording of Amended and Restated Declaration

"CORPORATION COMMON AREA LAKE"
PLAT 12 OF 73
CORPORATION COMMON AREA LAKE



NOTES

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown herein are not intended for Right-of-Way, Easements, Ownership or other instruments of Record.
3. Bearings shown herein are relative to the record plat based on the West line of Section 6 as shown on said plat, bearing N 00° 47' 59" W.
4. The "LAND DESCRIPTION" herein was prepared by the Surveyor.
5. Data shown herein was compiled from the instrument of Record and does not constitute a field survey as such.

DESCRIPTION: (LAKE NO. 6)

A parcel of land being a portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East as shown on said plat; thence N 00° 56' 45" W along the West line thereof, a distance of 1567.80 feet; thence N 89° 03' 15" E, a distance of 1174.63 feet to the POINT OF BEGINNING; thence N 05° 40' 55" E, a distance of 5.58 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 119.14 feet, a central angle of 70° 53' 51", an arc distance of 147.42 feet to a point of reverse curvature; thence Easterly and Northerly along the arc of a curve to the left having a radius of 428.86 feet, a central angle of 59° 39' 45", an arc distance of 286.87 feet to a point of non-tangency; thence S 07° 06' 04" W, a distance of 36.47 feet to a point of curvature; thence Southerly and Easterly along the arc of a curve to the left having a radius of 175.00 feet, a central angle of 99° 30' 17", an arc distance of 303.92 feet to a point of tangency; thence N 89° 36' 21" E, a distance of 280.91 feet to a point of curvature; thence Easterly and Northerly along the arc of a curve to the left having a radius of 425.00 feet, a central angle of 18° 21' 31", an arc distance of 136.18 feet to a point of non-tangency; thence S 00° 00' 00" E, a distance of 122.78 feet to a point of intersection with a curve; thence Southerly and Westerly along the arc of a curve to the right whose radius point bears N 22° 03' 08" W, having a radius of 700.00 feet, a central angle of 37° 19' 56", an arc distance of 456.10 feet to a point of tangency; thence N 74° 43' 12" W, a distance of 128.54 feet to a point of curvature; thence Northerly and Westerly along the arc of a curve to the left having a radius of 2000.00 feet, a central angle of 09° 33' 22", an arc distance of 333.57 feet to the POINT OF BEGINNING.

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

Containing 137,659 Square Feet / 3.160 Acres, more or less.
 Subject to Easements, Restrictions, Reservations, Covenants, and Rights-of-Way of Record.

CERTIFICATE

I hereby certify that the attached Sketch of Description of the herein described property is true and correct to the best of my knowledge and belief in accordance with the provisions of Act 10, 1933, governing the practice of the Surveying profession in Florida, and that the same complies with the standards set forth in Chapter 81017-4 promulgated by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

[Signature]
 David P. Gandy, P.L.S.
 Reg. Land Surveyor #5008
 State of Florida

~~CONSULTING ENGINEER~~
~~PLAT~~ 13 015


LAKE
REGENCY LAKES
POD "G"

DESCRIPTION
(LAKE - POD "G")

A portion of Parcel "A", REGENCY LAKES AT COCONUT CREEK, according to the plat thereof as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N00°56'45"W, along the West boundary of said Section, 1443.87 feet; thence N89°03'15"E, 2409.48 feet; thence S10°52'09"E, 165.02 feet to the POINT OF BEGINNING; thence N64°44'23"E, 118.29 feet to a point of curvature; thence northeasterly, along the arc of said curve being concave to the southeast, having a radius of 400.00 feet, a delta of 24°51'38", an arc distance of 173.60 feet to a point of tangency, thence N89°35'21"E, 334.71 feet; thence S10°48'35"W, 181.44 feet; thence N86°08'10"W, 122.73 feet to a point of curvature; thence westerly, along the arc of said curve being concave to the south, having a radius of 2125.00 feet, a delta of 08°30'58"W, an arc distance of 315.84 feet to a point of tangency; thence S85°20'52"W, 103.63 feet; thence S75°26'58"W, 13.15 feet; thence N10°52'09"W, 104.51 feet to the POINT OF BEGINNING.

Said lands lying in the City of Coconut Creek, Florida.

 PREPARED BY:
CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmetto Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 382-1981

DATE: 4/21/95
SHEET 1 OF 3
JOB NO.: 2517

~~CONFIDENTIAL~~

LAKE
REGENCY LAKES
POD "G"

NOTES:

1. Reproductions of this Sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon were not abstracted by the Surveyor for Easements, Ownership, or Rights-of-way of records.
3. The land description shown hereon was prepared by the Surveyor
4. Bearings shown hereon are based on the Plat with the W. line of Section 6 having a bearing of N00°56'45"W
5. Abbreviation Legend: Δ = Delta Angle; L = Arc Length; R = Radius; Rod = Rodial; P.O.C. = Point of Commencement; P.O.B. = Point of Beginning; Bdy. = Boundary; Sec. = Section; Twp. = Township; Rge. = Range; P.B. = Plat Book; Pt. = point
6. This is not a Survey

CERTIFICATE:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as delineated under my direction on Apr. 21, 1995. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

David P. Lindley, P.L.S.
FLORIDA REGISTRATION NO. 5005

PREPARED BY:

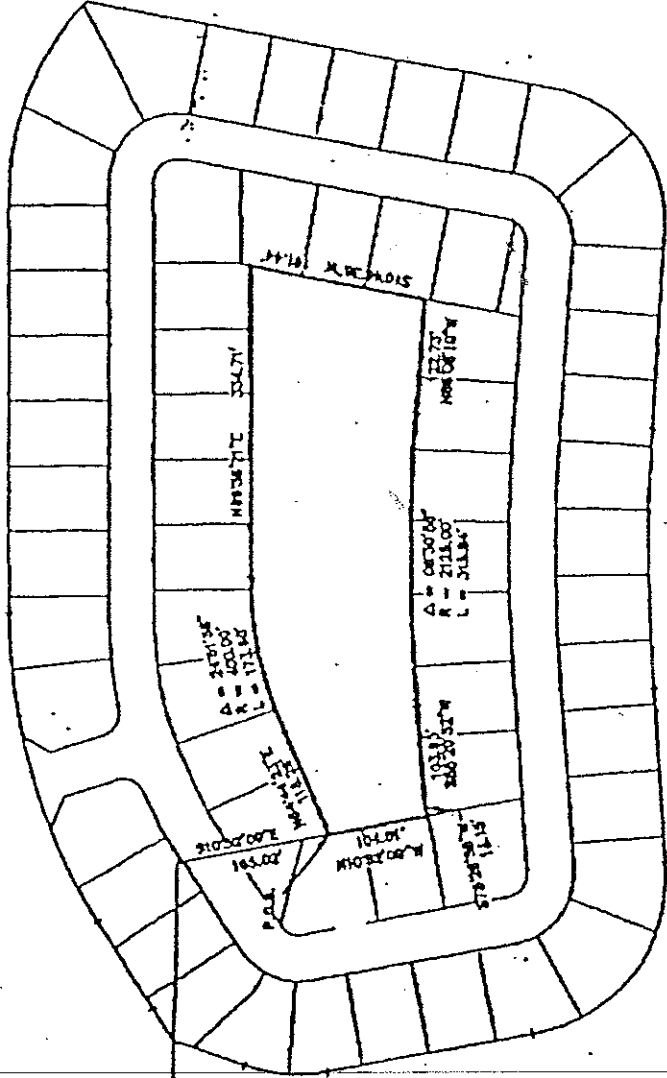


CAULFIELD & WHILLER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmelle Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1981

DATE: 4/21/95
SHEET 2 OF 3
JOB NO.: 2517

~~COMMONWEALTH TRUST "A"~~
CORPORATION COMMON AREA LAKE

LAKE
REGENCY LAKES
POD "G"



N89°05'12" W
2409.48'

N00°36'45" W 1443.07'
W. BOY, SEC. 8

P.O.C.
S.W. CORNER
SEC. 8, TWP. 45S., R. 12E., S. 42E.

PARCEL "A"
REGENCY LAKES AT COCONUT CREEK
(P.A.157, PG. 23)

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

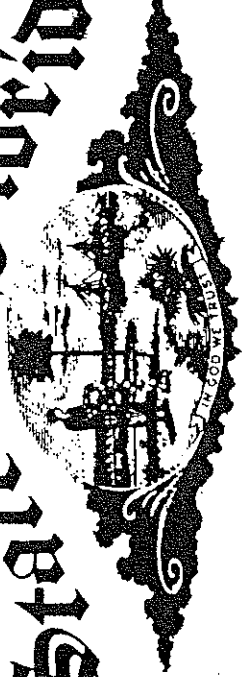


PREPARED BY:
CAULFIELD & WHEELER, INC.
Consulting Engineers - Land, Planning - Surveyors
7301A West Palmetto Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 392-1981

SCALE: 1" = 200'
DATE: 4/21/85
JOB NO.: 2517

Exhibit C - Articles of Incorporation of Corporation, as amended
as of the Date of Recording of Amended and Restated Declaration

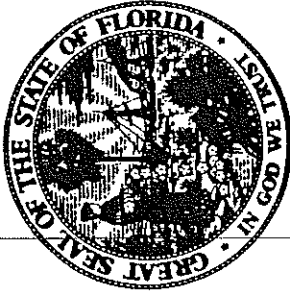
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on August 8, 1994, as shown by the records of this office.

The document number of this corporation is N94000003895.



CR2EO22 (2-91)

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Ninth day of August, 1994

Jim Smith
Secretary of State

19

State of Florida



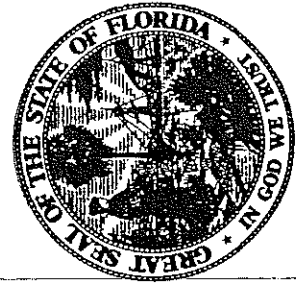
Department of State

GOLDBERG, YOUNG & GRAVENHORST, P.A.
1630 North Federal Highway
P.O. Box 20800
Fort Lauderdale, Florida 33397

WILL CALL

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 6, 1997, to Articles of Incorporation for REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N940000003895.



CR2EO22 (2-95)

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fourteenth day of May, 1997

Sandra B. Northham
Secretary of State

97-257060-14001
05-20-97 02:34PM

Goldberg

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of

FILED

97 MAY -6 PM 3:08

REGENCY LAKES COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendments adopted: The Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. filed with the Florida Secretary of State on August 8, 1994 are hereby amended as follows:

1. ARTICLE IV, Paragraph P of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted in its entirety.
2. ARTICLE V, Paragraph B of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted in its entirety.
3. The first sentence of ARTICLE V, Paragraph D of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted and replaced with the following:

Notwithstanding anything herein contained, Declarant shall have the right to appoint all of the governors until the "Turnover Date", which date shall be ninety (90) days after the Declarant no longer owns fee simple title to at least five (5) acres of the Regency Lakes Community, or at any time upon a voluntary election of Declarant, whichever is the earliest to occur.

4. ARTICLE VI of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted and is replaced with the following:

BOARD OF GOVERNORS

The affairs of the Corporation shall be managed by a Board of Governors consisting of three (3) governors. So long as the Declarant shall have the right to appoint all the governors, governors need not be members of the Corporation and need not be residents of the Committed Property, thereafter governors shall be members of the Corporation and residents of the Committed Property, except for those who are appointed by the Declarant. The Declarant shall have the right to appoint all of the governors until the Turnover Date. Elections shall be by plurality vote. At the first meeting of the members at which they have a right to elect governors, an election for members of the Board of Governors shall be held and the governors shall be elected for a term of office expiring on the date of the next annual meeting. Thereafter, as many governors

shall be elected and appointed, as the case may be, as there are regular terms of office of governors expiring at such time and the term of the governors so elected and appointed at each annual meeting shall be for two (2) years expiring on the second annual meeting following the annual meeting at which they were elected, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by the affirmative vote of a majority of the members which elected them. In no event can a Board member appointed by Declarant be removed, except by action of Declarant. Any governor appointed by Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor governor may be appointed at any time by the Declarant.

5. Paragraphs A and B of ARTICLE X of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. are deleted and replaced with the following:

A. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

B. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board and a majority of the voting interests present at a duly held and noticed membership meeting. The amendment may be signed by the President or Vice-President of the Corporation.

6. Paragraph E of ARTICLE X of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is hereby deleted.

7. ARTICLE XVII of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is amended so that the registered agent is South Florida Resident Agents, Inc., at 200 South Biscayne Boulevard, Suite 4750, Miami, FL 33131. Please refer to Acceptance by Registered Agent attached hereto.

SECOND: The date of adoption of the amendment was April 25, 1997.

THIRD: The Amendment to the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. was approved by members holding a majority of votes of all members entitled to vote. This amount was sufficient to amend the Articles of Incorporation.

Dated: April 25, 1997.

The undersigned being all of the members of the Board of Governors of REGENCY LAKES COMMUNITY ASSOCIATION, INC. hereby confirm that the foregoing amendments were duly adopted.

E.C. Jensen
E.C. JENSEN, Governor and President
of Regency Lakes Community
Association, Inc

Suzanne M. Martin

William R. Harris

[Signature]

[Signature]

[Signature]

[Signature]

ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 23rd day of April, 1997.



David A. Freedman, Vice
President of SOUTH FLORIDA
RESIDENT AGENTS, INC.

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

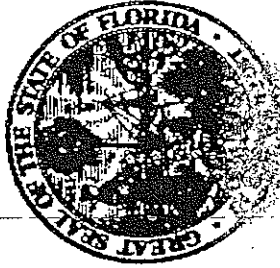
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 22, 2000, to Articles of Incorporation for REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N94000003895.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-second day of June, 2000

Katherine Harris

Katherine Harris

GOVERNOR OF FLORIDA

FILED
ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF
REGENCY LAKES COMMUNITY
ASSOCIATION, INC. (A CORPORATION NOT-FOR-PROFIT)
 JUNE 22 AM 3:46
 TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:

The Articles of Incorporation of Regency Lakes Community Association, Inc. filed with the Florida Secretary of State on August 8, 1994, under document number N9400003895, as amended by the Articles of Amendment to Articles of Incorporation of Regency Lakes Community Association, Inc. filed with the Florida Secretary of State on January 26, 1996 and the Articles of Amendment to Articles of Incorporation of Regency Lakes Community Association, Inc. filed with the Florida Secretary of State on May 6, 1997, are hereby amended as follows:

1. ARTICLE VI of the Articles is hereby deleted and replaced with the following:
The number of Governors on the Board of Governors and the manner of election or appointment of such Governors shall be as set forth in the By-Laws of the Corporation.
2. The second to last sentence of ARTICLE X, PARAGRAPH B of the Articles is hereby deleted and amended as follows:

After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended: (a) by the consent of the Owners of two-thirds (2/3) of all Dwelling Units present in person or by proxy at duly called meeting of the Members in which a quorum is present together with (b) the approval or ratification of a majority of the Board of the Corporation.

SECOND: The date of adoption of the amendment was June 20, 2000

THIRD: The Articles of Amendment were approved by all of the members entitled to vote on June 20, 2000. This amount is sufficient to adopt the amendment.

Dated: June 20, 2000.

The undersigned being a member of the Board of Governors of Regency Lakes Community Association, Inc., and the President thereof.

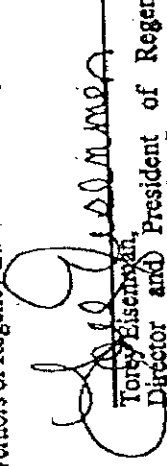

 Torrey Eisenberg,
 Director and President of Regency Lakes
 Community Association, Inc.

Exhibit D - By-Laws of the Corporation, as amended
as of the Date of Recording of Amended and Restated Declaration

BYLAWS
OF
THE REGENCY LAKES COMMUNITY ASSOCIATION, INC.

ARTICLE I.
DEFINITIONS

Section 1. All terms which are defined in the Declaration and General Protective Covenants for The Regency Lakes Community shall be used herein with the same meanings as defined in said Declaration.

Section 2. Corporation as used herein shall mean The Regency Lakes Community Association, Inc., a Florida corporation not for profit.

ARTICLE II.
LOCATION OF PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 2826 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Governors of the Corporation.

ARTICLE III.
VOTING RIGHTS, ASSESSMENTS, AND REPRESENTATIVES

Section 1. Every owner and the Declarant shall be a member of the Corporation, provided that any such person or entity who holds an ownership interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of a plot.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration, and shall result in the suspension of voting privileges during any period of such non-payment.

Section 3. Owners who shall have a representative pursuant to the provisions of Article 5.02 of the Declaration shall be represented at all meetings of the Corporation by the representative. The representative shall speak, vote and generally act on behalf of the members he represents, as directed by such members. No members shall have the right to speak at any meeting of the Board, except if specifically requested by the Board.

ARTICLE IV.
BOARD OF GOVERNORS

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

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

ARTICLE V.
ELECTION OF GOVERNORS; NOMINATING
COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board shall be by written ballot as hereinafter provided. At such election, the representatives or the member, if the governing documents permits a member to vote directly (such a member shall be herein referred to as a "voting member"), may cast as many votes as they are entitled to exercise under the provisions of the governing documents for each vacancy in the Board. The person receiving the largest number of votes shall be elected. Nothing contained herein shall be in derogation of Declarant's right to appoint governors as set forth in the Articles.

Section 2. Nominations for election to the Board shall be made by a Nominating Committee.

Section 3. The Nominating Committee shall consist of a chairperson, who shall be a member of the Board, and two (2) or more members of the Corporation or of the Board. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members to serve from the close of each annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

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

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) contain space for a write-in vote by the representative or voting members.

Such ballots shall be prepared and mailed by the Secretary (together with a return envelope) to the representative or voting members at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

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

ARTICLE VI.
POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

- (a) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article X, Section 2, hereof;
- (b) to appoint and remove at its pleasure all officers, agents, and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or governor of the Corporation in any capacity whatsoever;
- (c) to establish, levy and assess, and collect operating assessments;

(d) to adopt and publish rules and regulations governing the use of the Corporation common area and facilities, and the personal conduct of the members and their guests thereon;

(e) to exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the members in the Declaration;

(f) in the event that any member of the Board of the Corporation not appointed by Declarant shall be absent from three (3) consecutive regular meetings of the Board, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent governor to be vacant.

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

(a) to cause to be kept minutes of all its acts and corporate affairs;

(b) to supervise all officers, agents and employees of the Corporation.

ARTICLE VII.
GOVERNORS' MEETINGS

Section 1. A regular meeting of the Board shall be held at least once each calendar quarter. A regular meeting of the Board shall also be held immediately following the regular annual meeting of the members.

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

Section 3. Special meetings of the Board shall be held when called by the President of the Corporation, or by any two Governors after not less than three (3) days' notice to each governor, except in cases of emergencies.

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

Section 5. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar

communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII.
OFFICERS

Section 1. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be deemed necessary or appropriate by the Board. The President shall be a member of the Board.

Section 2. The officers shall be chosen by a majority vote of the Governors.

Section. 3. All officers shall hold office at the pleasure of the Board.

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

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary of the Corporation shall be ex officio the Secretary of the Board; shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the Corporation. He shall record in a book kept for that purpose the names of all members of the Corporation, together with their addresses as registered by such members (see Article X, Section 3, hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board; provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Corporation, provided that such checks and notes shall also be signed by the President or a Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the Corporation's books to be made by certified public accountant at the completion of each fiscal year and shall provide Declarant with a copy thereof within thirty (30) days of its preparation. He shall prepare an annual budget and an annual balance sheet statement, and the budget

and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE IX.
COMMITTEES

Section 1. The Corporation may have the following committees amongst others:

- (a) Recreation Committee;
- (b) Maintenance Committee; and
- (c) Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a chairperson and two or more persons and shall include a member of the Board for board contact. Committee members may be appointed by the Board to serve until the close of the next annual meeting. The Board may create, from time to time, such other committees as it deems desirable.

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

Section 3. The Maintenance Committee, if created by the Board, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of Corporation common area and facilities of the Corporation, and shall perform such other functions as the Board, in its discretion, determines.

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

Section 5. It shall be the duty of each committee, if created, to receive complaints from members on any matter involving Corporation functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, governor or officer of the Corporation as is further concerned with the matter presented.

ARTICLE X.
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the second Wednesday of the month of February in each year, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

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

Section 3. Notice of any meeting shall be given to the voting members, Declarant, and the representatives by the Secretary. Notice may be given either personally, or by sending a copy of the notice through the mail, postage prepaid, to the address of the voting member, Declarant, or the representative appearing on the books of the Corporation. Each representative and voting member shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Failure to so register shall release the Secretary from the requirement of sending notice of a meeting to such person. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general, the nature of the business to be transacted; provided however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at members meetings of representatives or voting members entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles or by the Declaration shall require a quorum as therein provided.

ARTICLE XI.
PROXIES AND VOTING

Section 1. At all meetings of members, each representative or voting member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months.

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

I, _____, being a representative or voting member in good standing of The Regency Lakes Community Association, Inc., hereby appoint _____ as my proxy to vote for me and on my behalf at the _____ to be held on the _____ day of _____, 19____, and any adjournment thereof.

Signed this _____ day of _____, 19____.

Signature of Representative
or Voting Member

Section 4. When a plot is owned by more than one (1) voting member, then the vote for such plot shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any such plot.

ARTICLE XII.
BOOKS AND PAPERS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any member.

ARTICLE XIII.
CORPORATE SEAL

The Corporation shall have a seal, in circular form, having within its circumference the words:

THE REGENCY LAKES COMMUNITY ASSOCIATION, INC.

ARTICLE XIV.
ACCOUNTING RECORDS; FISCAL MANAGEMENT

Section 1. The Corporation shall use the accrual method of accounting, all records of which shall be open to inspection by Declarant, voting members, or representatives, or their respective authorized representatives at reasonable times. Such authorization of a representative of a member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.

Section 2. The Board shall adopt a budget (as provided for in the Declaration) of the anticipated operating expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board ("budget meeting") called for that purpose to be held no later than November 15 of the year to which the budget applies, within thirty (30) days after adoption of the budget, a copy thereof shall be furnished to Declarant and to each representative and voting member. The copy of the budget shall be deemed furnished and the notice of the individual plot assessment shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a budget in a timely fashion shall not abrogate or alter the obligation to pay operating expenses.

Section 3. In administering the finances of the Corporation, the following procedures shall govern:

- (a) the fiscal year shall be the calendar year;
- (b) assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

Section 4. The individual plot assessment shall be payable as provided for in the Declaration.

Section 5. No board shall be required to anticipate revenue from assessments or expend funds to pay for operating expenses not budgeted or which shall exceed budgeted items, and no board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater operating expenses than monies from assessments, then such deficits shall be the subject of an adjustment to the applicable assessment (e.g., individual plot assessment or special assessment).

Section 6. The depository of the Corporation shall be such bank(s) or savings and loan association(s), as shall be designated from time to time by the Board, in which the monies of the Corporation shall be deposited. Withdrawal of monies from such account(s) shall be only by checks signed by two (2) persons as set forth in Article VIII. All such funds shall be insured by an agency of the United States Government.

Section 7. A report of the accounts of the Corporation shall be made annually as set forth in Article VIII, Section 7, and a copy of the report shall be furnished to Declarant and each representative and voting member no later than ninety (90) days following the fiscal year for which the report is made.

Section 8. All notices and mailings to the representatives or voting members required under these Bylaws shall be deemed to be furnished to the above-named parties upon its delivery or mailing to the above-named parties shown on the records of the

Corporation at their last known addresses as shown on the records of the Corporation.

ARTICLE XV.
AMENDMENTS

Section 1. These Bylaws may be amended, at any regular or special meeting of the Board at which there is a quorum, by a vote of a majority of the Governors, provided that those provisions of these Bylaws which are governed by the Articles may not be amended, except as provided in the Articles or applicable laws; and provided further, that any matter stated herein, to be or which is in fact governed by the Declaration, may not be amended except as provided in such Declaration.

Section 2. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition, or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of Broward County, Florida, no sooner than five (5) business days after a copy of same has been delivered to Declarant.

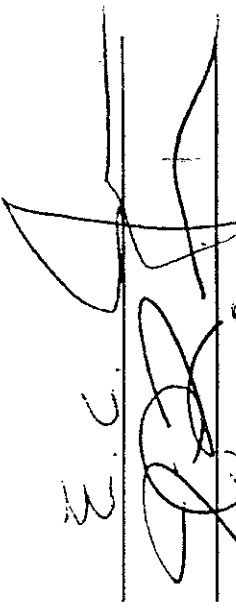
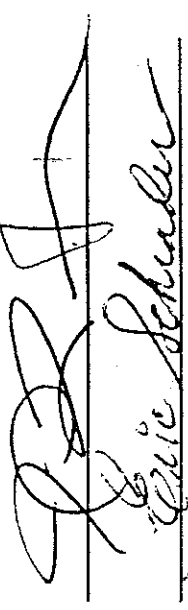
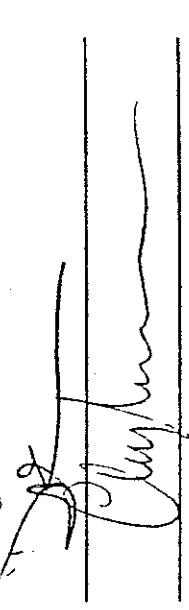
Section 3. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

Section 4. No amendment to these Bylaws shall be effective which prejudices or otherwise detrimentally affects any of the Declarant's rights or privileges without Declarant's prior written consent.

ARTICLE XV.
GENDER

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

IN WITNESS WHEREOF, we, being all of the Governors of The
Regency Lakes Community Association, Inc., have hereunto set our
hands this 27 day of JUNE, 1994.



Eric Schuler


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

07-237452 TH013
05-09-97 03:00PM

THIS INSTRUMENT PREPARED BY:

W/C McCoarty

R. Bowen Gillespie, III, Esq.
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, FL 33432

CERTIFICATE OF SECRETARY OF
REGENCY LAKES COMMUNITY ASSOCIATION, INC.

THIS CERTIFICATE OF SECRETARY OF REGENCY LAKES COMMUNITY ASSOCIATION, INC. (this "Certificate") is made by David Levine as Secretary of Regency Lakes Community Association, Inc., a Florida not-for-profit corporation (the "Corporation") and joined in by Regency Lakes, a Florida joint venture ("Regency Lakes").

R E C I T A L S

- A. Regency Lakes recorded that certain Declaration and General Protective Covenants for Regency Lakes Community (as amended, the "Declaration") in Official Records Book 23288, Page 955, of the Public Records of Broward County, Florida respecting the Regency Lakes Community.
- B. Attached as Exhibit "D" to the Declaration are the Bylaws of the Corporation (the "Bylaws").
- C. On April 25, 1997, the Board of Governors adopted certain amendments to the Bylaws of the Corporation.
- D. Section 2 of Article XV of the Bylaws requires that the Secretary of the Corporation certify all amendments to the Bylaws.

NOW, THEREFORE, the undersigned, as Secretary of the Corporation, certifies that the following amendments to the Bylaws were duly adopted by the Board of Governors of the Corporation:

- 1. Section 3 of Article III of the Bylaws is deleted in its entirety. All references in the Bylaws to Neighborhood Representatives are hereby deleted.
- 2. Section 2 of Article V of the Bylaws is hereby amended to permit nominations from the floor of any annual meeting of the Association. A nominating committee may be established in the Board of Governors' sole discretion.
- 3. Section 7 of Article VIII of the Bylaws is hereby amended to allow any two officers of the Corporation to sign checks of the Corporation.
- 4. Article IX of the Bylaws is hereby deleted in its entirety and replaced with the following:

The Board of Governors may establish committees in its sole discretion.
- 5. Section 1 of Article X of the Bylaws is hereby deleted in its entirety and replaced with the following:

43

JOINER

Regency Lakes, as Declarant under the Declaration, hereby consents to the amendments to the Bylaws of the Regency Lakes Community Association, Inc.

IN WITNESS WHEREOF, Regency Lakes has caused this Joinder to be executed this 30th day of April, 1997.

WITNESSES:

REGENCY LAKES, a Florida joint venture 2826 University Dr Coral Springs, FL 33065
BY: REGENCY DEVELOPMENT II, INC., a Florida corporation, a joint venturer

Bill Anne Jensen
Print name: Bill A. Jensen

Maria Martella
Print name: Maria Martella

Bill Anne Jensen
Print name: Bill A. Jensen

David Levine
Print name: David G. Levine

BY: E.C. Jensen
E.C. Jensen, President

BY: David Levine
David Levine, Secretary

BY: ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership, a joint venturer

Richard D. Levy
Print name: Richard D. Levy

Maria Martella
Print name: Maria Martella

BY: Oriole Limited, Inc., a Florida corporation, General Partner

By: Richard D. Levy
Richard D. Levy, C.E.O.

STATE OF FLORIDA)
COUNTY OF Broward) SS.:

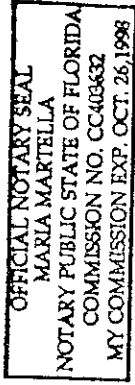
The foregoing instrument was acknowledged before me this 30th day of April, 1997 by E.C. Jensen as President and David Levine as Secretary of Regency Development II, Inc., a Florida corporation, as Joint Venturer of Regency Lakes, a Florida joint venture, who are personally known to me or who produced driver's license as identification, on behalf of the corporation.

My commission expires:

Maria Martella
NOTARY PUBLIC, State of Florida
at Large

Print name: _____

STATE OF FLORIDA)
COUNTY OF _____) SS.:



COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 30th day of April, 1997 by Richard D. Levy as Chairman and Executive Officer of Oriole Limited, Inc., a Florida corporation and General Partner of Oriole Joint Venture Limited, a Florida Limited Partnership, a Joint venture partner of Regency Lakes, who is personally known to me or who produced driver's license as identification, on behalf of the corporation.

My commission expires:

Maria Martella
NOTARY PUBLIC, State of Florida
at Large

Print name: _____

OFFICIAL NOTARY SEAL
MARIA MARTELLA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC403632
MY COMMISSION EXP. OCT. 26, 1998

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

7054.076 042597 (16:27)
F:\WPDATA\115\DOC\83386.1

PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

INSTR # 100351612
OR BK 30607 PG 0024
RECORDED 06/21/2000 02:05 PM
COMMISSION

BROWARD COUNTY
DEPUTY CLERK 2030

OR BK 30619 PG 2121

CERTIFICATE OF SECRETARY OF REGENCY LAKES COMMUNITY ASSOCIATION, INC.

THIS CERTIFICATE OF SECRETARY OF REGENCY LAKES COMMUNITY ASSOCIATION, INC. ("Certificate") is made as of this 19th day of June, 2000 by LOLA BOETZNER, as Secretary of Regency Lakes Community Association, Inc., a Florida not-for-profit corporation (the "Corporation") and joined in by LENNAR HOMES, INC., a Florida corporation ("Declarant"), as successor to Regency Lakes, a Florida joint venture ("Regency Lakes").

RECITALS

- A. Regency Lakes recorded that certain Declaration and General Protective Covenants for Regency Lakes Community (as amended, the "Declaration") in Official Records Book 23288 at Page 955 in the Public Records of Broward County, Florida, as amended.
- B. Attached as Exhibit D to the Declaration are the By-Laws of the Corporation (the "Original By-Laws").
- C. The Original By-Laws were amended by that Certificate of Secretary of Regency Lakes Community Association, Inc. recorded on May 9, 1997 in Official Records Book 26401 at Page 415 of the Public Records of Broward County, Florida ("Amendment"). The Original By-Laws together with the Amendment shall hereinafter be referred to as the "By-Laws".
- D. On June 19, 2000, the Board of Governors adopted certain amendments to the By-Laws of the Corporation.
- E. Section 2 of Article XV of the By-Laws requires that the Secretary of the Corporation certify all amendments to the By-Laws.

NOW THEREFORE, the undersigned, as Secretary of the Corporation, certifies that the following amendments were duly adopted by the Board of Governors of the Corporation:

1. Recitals. The above Recitals are true and correct and are incorporated herein and made a part hereof.
2. Article V. Article V of the By-Laws is hereby deleted in its entirety and replaced with the following language:
 1. Prior to the Turnover Date. Prior to the Turnover Date, the affairs of the Corporation shall be managed by a Board of Governors consisting of three (3) Governors. So long as the Declarant shall have the right to appoint all the governors, governors need not be members of the Corporation and need not be residents of the Regency Lakes Community, thereafter Governors shall be members of the Corporation and residents of Regency Lakes Community, except for those who are appointed by the Declarant. The Declarant shall have the right to appoint all of the Governors until the Turnover Date. In no event can a Board member appointed by Declarant be removed, except by action of Declarant. Any Governor appointed by Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Governor may be appointed at any time by the Declarant.
 2. After the Turnover Date. After the Turnover Date, the Corporation shall be managed by a Board of Governors consisting of nine (9) Governors. Each Neighborhood Association's Board of Directors shall appoint one (1) Governor who will serve on the Board of Governors for a term of one (1) year until the next annual members meeting of the Corporation. Thereafter, each Neighborhood Association shall appoint one (1) Governor to the Board of Governors on a yearly basis prior to each annual members meeting of the Corporation, or at such other time in the event of removal or resignation of a Governor. The appointed

Governors shall commence their term of office immediately following the ~~OR BK 36607~~ 30619 meeting. A Governor may be removed from office at any time, with or without cause, by a majority vote of the Neighborhood Association Board by which such Governor was appointed. Each Governor, while serving on the Board of Governors, shall be entitled to cast one (1) vote on issues to be decided solely by the Corporation's Board of Governors. There shall be no quorum requirement at the Corporation's annual members meeting for the acceptance of the appointed Governors. The Board of Governors may, at any time, change its voting procedure or the Board of Governors' composition or structure provided herein, by amendment to this section of these By-Laws approved by two-thirds (2/3rds) vote of the Board of Governors, without the joinder or consent of the membership or any other person, party or entity.

3. Article XV, Section 1 of Article XV is hereby deleted and replaced with the following:

After the Turnover Date, these By-Laws may be amended: (a) by the consent of the Owners of two-thirds (2/3) of all Dwelling Units present, in person or by proxy, at duly called meeting of the Members in which a quorum is present, together with (b) the approval or ratification of a majority of the Board of the Corporation.

IN WITNESS WHEREOF, ~~Tom Grotzinger~~ has caused this Certificate to be executed this 19th day of June, 2000.

WITNESSES:

Adrienne Simon
Print Name: ADRIENNE GERSEN

David M. Franzen
Print Name: DAVID M. FRANZEN

By: Tom M. Grotzinger
Name: TOM M. GROTZINGER
Title: Secretary (SEAL)

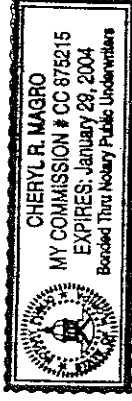
STATE OF FLORIDA)
COUNTY OF Seminole) SS:

The foregoing instrument was acknowledged before me this 20th day of June, 2000 by TOM GROTZINGER as Secretary of REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Cheryl R. Magro
NOTARY PUBLIC, State of Florida
at Large

Print name:



JOINDER

LENNAR HOMES, INC. ("Lennar"), as Declarant under the Declaration, hereby consents to the amendments to the By-Laws of the Regency Lakes Community Association, Inc.

IN WITNESS WHEREOF, Lennar has caused this Joinder to be executed this 19th day June, 2000.

WITNESSES:

Adrienne Gerson
Print Name: ADRIENNE GERSON
William M. Frampton
Print Name: WILLIAM M. FRAMPTON

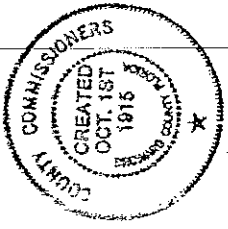
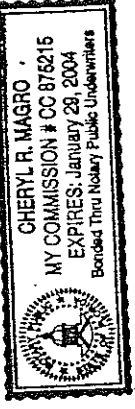
LENNAR HOMES, INC., a Florida corporation
By: *[Signature]*
Name: SCOTT WOODS
Title: SEE RESIDENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

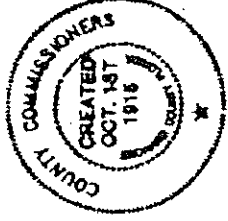
SCOTT WOODS as VICE PRESIDENT of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who produced identification, on behalf of the corporation. as

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: *[Signature]*
My Commission Expires:



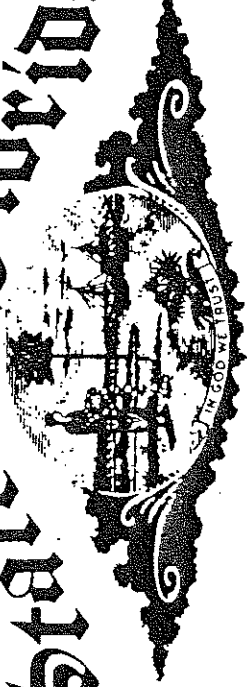
I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 19th day of June, 2000.
By *[Signature]* Deputy Clerk



I hereby certify this document to be a true correct and complete copy of the record filed in my office. Dated this 26th day of JUNE, 2000
By *[Signature]* Deputy Clerk

97-257060-14001
05-20-97 02:34PM

19
State of Florida



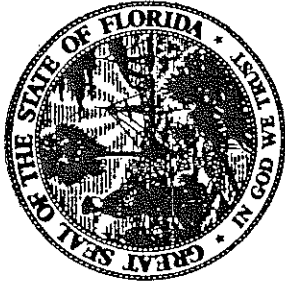
Department of State

GOLDBERG, YOUNG & GRAVENHORST, P.A.
1630 North Federal Highway
P.O. Box 23800
Fort Lauderdale, Florida 33307

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 6, 1997, to Articles of Incorporation for REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N940000003895.

WILL CALL



CF2EO22 (2-95)

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fourteenth day of May, 1997

Sandra B. Northham
Secretary of State

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of
REGENCY LAKES COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

FILED
97 MAY -6 PM 3:08
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendments adopted: The Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. filed with the Florida Secretary of State on August 8, 1994 are hereby amended as follows:

1. ARTICLE IV, Paragraph P of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted in its entirety.
2. ARTICLE V, Paragraph B of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted in its entirety.
3. The first sentence of ARTICLE V, Paragraph D of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted and replaced with the following:

Notwithstanding anything herein contained, Declarant shall have the right to appoint all of the governors until the "Turnover Date", which date shall be ninety (90) days after the Declarant no longer owns fee simple title to at least five (5) acres of the Regency Lakes Community, or at any time upon a voluntary election of Declarant, whichever is the earliest to occur.

4. ARTICLE VI of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is deleted and is replaced with the following:

BOARD OF GOVERNORS

The affairs of the Corporation shall be managed by a Board of Governors consisting of three (3) governors. So long as the Declarant shall have the right to appoint all the governors, governors need not be members of the Corporation and need not be residents of the Committed Property, thereafter governors shall be members of the Corporation and residents of the Committed Property, except for those who are appointed by the Declarant. The Declarant shall have the right to appoint all of the governors until the Turnover Date. Elections shall be by plurality vote. At the first meeting of the members at which they have a right to elect governors, an election for members of the Board of Governors shall be held and the governors shall be elected for a term of office expiring on the date of the next annual meeting. Thereafter, as many governors

shall be elected and appointed, as the case may be, as there are regular terms of office of governors expiring at such time and the term of the governors so elected and appointed at each annual meeting shall be for two (2) years expiring on the second annual meeting following the annual meeting at which they were elected, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by the affirmative vote of a majority of the members which elected them. In no event can a Board member appointed by Declarant be removed, except by action of Declarant. Any governor appointed by Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor governor may be appointed at any time by the Declarant.

5. Paragraphs A and B of ARTICLE X of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. are deleted and replaced with the following:

A. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

B. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board and a majority of the Voting Interests present at a duly held and noticed membership meeting. The amendment may be signed by the President or Vice-President of the Corporation.

6. Paragraph E of ARTICLE X of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is hereby deleted.

7. ARTICLE XVII of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. is amended so that the registered agent is South Florida Resident Agents, Inc., at 200 South Biscayne Boulevard, Suite 4750, Miami, FL 33131. Please refer to Acceptance by Registered Agent attached hereto.

SECOND: The date of adoption of the amendment was April 25, 1997.

THIRD: The Amendment to the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. was approved by members holding a majority of votes of all members entitled to vote. This amount was sufficient to amend the Articles of Incorporation.

Dated: April 25, 1997.

The undersigned being all of the members of the Board of Governors of REGENCY LAKES COMMUNITY ASSOCIATION, INC. hereby confirm that the foregoing amendments were duly adopted.

E.C. Jensen
E.C. JENSEN, Governor and President
of Regency Lakes Community
Association, Inc

Suzanne M. Martz

William R. Harris

[Signature]

[Signature]

ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 23rd day of April, 1997.



David A. Freedman, Vice
President of SOUTH FLORIDA
RESIDENT AGENTS, INC.

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

7054.076 042397 (13:11)

F:\WPDATA\06\DOC\82951.1

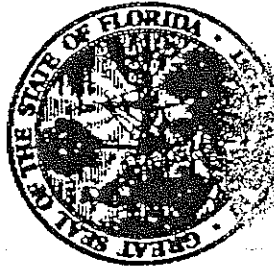
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 22, 2000, to Articles of Incorporation for REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N94000003895.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-second day of June, 2000

Katherine Harris

Katherine Harris

Secretary of State

FILED
ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF
REGENCY LAKES COMMUNITY
ASSOCIATION, INC. (A CORPORATION NOT-FOR-PROFIT)
JUN 22 AM 9:46
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:

The Articles of Incorporation of Regency Lakes Community Association, Inc. filed with the Florida Secretary of State on August 8, 1994, under document number N9400003895, as amended by the Articles of Amendment to Articles of Incorporation of Regency Lakes Community Association, Inc. filed with the Florida Secretary of State on January 26, 1996 and the Articles of Amendment to Articles of Incorporation of Regency Lakes Community Association, Inc. filed with the Florida Secretary of State on May 6, 1997, are hereby amended as follows:

1. ARTICLE VI of the Articles is hereby deleted and replaced with the following:
The number of Governors on the Board of Governors and the manner of election or appointment of such Governors shall be as set forth in the By-Laws of the Corporation.
2. The second to last sentence of ARTICLE X, PARAGRAPH B of the Articles is hereby deleted and amended as follows:

After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended: (a) by the consent of the Owners of two-thirds (2/3) of all Dwelling Units present in person or by proxy, at duly called meeting of the Members in which a quorum is present together with (b) the approval or ratification of a majority of the Board of the Corporation.

SECOND: The date of adoption of the amendment was June 20, 2000

THIRD: The Articles of Amendment were approved by all of the members entitled to vote on June, 20, 2000. This amount is sufficient to adopt the amendment.

Dated: June 20, 2000.

The undersigned being a member of the Board of Governors of Regency Lakes Community Association, Inc., and the President thereof.

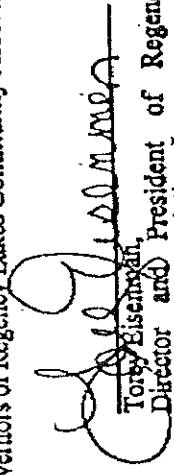

 Toby Eisenman,
 Director and President of Regency Lakes
 Community Association, Inc.

Exhibit D - By-Laws of the Corporation, as amended
as of the Date of Recording of Amended and Restated Declaration

BYLAWS
OF
THE REGENCY LAKES COMMUNITY ASSOCIATION, INC.

ARTICLE I.
DEFINITIONS

Section 1. All terms which are defined in the Declaration and General Protective Covenants for The Regency Lakes Community shall be used herein with the same meanings as defined in said Declaration.

Section 2. Corporation as used herein shall mean The Regency Lakes Community Association, Inc., a Florida corporation not for profit.

ARTICLE II.
LOCATION OF PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 2826 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Governors of the Corporation.

ARTICLE III.
VOTING RIGHTS, ASSESSMENTS, AND REPRESENTATIVES

Section 1. Every owner and the Declarant shall be a member of the Corporation, provided that any such person or entity who holds an ownership interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of a plot.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration, and shall result in the suspension of voting privileges during any period of such non-payment.

Section 3. Owners who shall have a representative pursuant to the provisions of Article 5.02 of the Declaration shall be represented at all meetings of the Corporation by the representative. The representative shall speak, vote and generally act on behalf of the members he represents, as directed by such members. No members shall have the right to speak at any meeting of the Board, except if specifically requested by the Board.

ARTICLE IV.
BOARD OF GOVERNORS

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

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

ARTICLE V.
ELECTION OF GOVERNORS; NOMINATING
COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board shall be by written ballot as hereinafter provided. At such election, the representatives or the member, if the governing documents permits a member to vote directly (such a member shall be herein referred to as a "voting member"), may cast as many votes as they are entitled to exercise under the provisions of the governing documents for each vacancy in the Board. The person receiving the largest number of votes shall be elected. Nothing contained herein shall be in derogation of Declarant's right to appoint governors as set forth in the Articles.

Section 2. Nominations for election to the Board shall be made by a Nominating Committee.

Section 3. The Nominating Committee shall consist of a chairperson, who shall be a member of the Board, and two (2) or more members of the Corporation or of the Board. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members to serve from the close of each annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

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

- (a) describe the vacancies to be filled;
- (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) contain space for a write-in vote by the representative or voting members.

Such ballots shall be prepared and mailed by the Secretary (together with a return envelope) to the representative or voting members at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

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

ARTICLE VI.
POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

(a) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article X, Section 2, hereof;

(b) to appoint and remove at its pleasure all officers, agents, and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or governor of the Corporation in any capacity whatsoever;

(c) to establish, levy and assess, and collect operating assessments;

(d) to adopt and publish rules and regulations governing the use of the Corporation common area and facilities, and the personal conduct of the members and their guests thereon;

(e) to exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the members in the Declaration;

(f) in the event that any member of the Board of the Corporation not appointed by Declarant shall be absent from three (3) consecutive regular meetings of the Board, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent governor to be vacant.

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

(a) to cause to be kept minutes of all its acts and corporate affairs;

(b) to supervise all officers, agents and employees of the Corporation.

ARTICLE VII.
GOVERNORS' MEETINGS

Section 1. A regular meeting of the Board shall be held at least once each calendar quarter. A regular meeting of the Board shall also be held immediately following the regular annual meeting of the members.

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

Section 3. Special meetings of the Board shall be held when called by the President of the Corporation, or by any two Governors after not less than three (3) days' notice to each governor, except in cases of emergencies.

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

Section 5. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar

communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII.

OFFICERS

Section 1. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be deemed necessary or appropriate by the Board. The President shall be a member of the Board.

Section 2. The officers shall be chosen by a majority vote of the Governors.

Section. 3. All officers shall hold office at the pleasure of the Board.

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

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary of the Corporation shall be ex officio the Secretary of the Board; shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the Corporation. He shall record in a book kept for that purpose the names of all members of the Corporation, together with their addresses as registered by such members (see Article X, Section 3, hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board; provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Corporation, provided that such checks and notes shall also be signed by the president or a Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the Corporation's books to be made by certified public accountant at the completion of each fiscal year and shall provide Declarant with a copy thereof within thirty (30) days of its preparation. He shall prepare an annual budget and an annual balance sheet statement, and the budget

and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE IX.
COMMITTEES

Section 1. The Corporation may have the following committees amongst others:

- (a) Recreation Committee;
- (b) Maintenance Committee; and
- (c) Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a chairperson and two or more persons and shall include a member of the Board for board contact. Committee members may be appointed by the Board to serve until the close of the next annual meeting. The Board may create, from time to time, such other committees as it deems desirable.

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

Section 3. The Maintenance Committee, if created by the Board, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of Corporation common area and facilities of the Corporation, and shall perform such other functions as the Board, in its discretion, determines.

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

Section 5. It shall be the duty of each committee, if created, to receive complaints from members on any matter involving Corporation functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, governor or officer of the Corporation as is further concerned with the matter presented.

ARTICLE X.
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the second Wednesday of the month of February in each year, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

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

Section 3. Notice of any meeting shall be given to the voting members, Declarant, and the representatives by the Secretary. Notice may be given either personally, or by sending a copy of the notice through the mail, postage prepaid, to the address of the voting member, Declarant, or the representative appearing on the books of the Corporation. Each representative and voting member shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Failure to so register shall release the Secretary from the requirement of sending notice of a meeting to such person. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general, the nature of the business to be transacted; provided however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at members meetings of representatives or voting members entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles or by the Declaration shall require a quorum as therein provided.

ARTICLE XI.
PROXIES AND VOTING

Section 1. At all meetings of members, each representative or voting member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months.

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

I, _____, being a representative or voting member in good standing of The Regency Lakes Community Association, Inc., hereby appoint _____ as my proxy to vote for me and on my behalf at the _____ to be held on the _____ day of _____, 19____, and any adjournment thereof.

Signed this _____ day of _____, 19____.

Signature of Representative
or Voting Member

Section 4. When a plot is owned by more than one (1) voting member, then the vote for such plot shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any such plot.

ARTICLE XII.
BOOKS AND PAPERS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any member.

ARTICLE XIII.
CORPORATE SEAL

The Corporation shall have a seal, in circular form, having within its circumference the words:

THE REGENCY LAKES COMMUNITY ASSOCIATION, INC.

ARTICLE XIV.
ACCOUNTING RECORDS; FISCAL MANAGEMENT

Section 1. The Corporation shall use the accrual method of accounting, all records of which shall be open to inspection by Declarant, voting members, or representatives, or their respective authorized representatives at reasonable times. Such authorization of a representative of a member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.

Section 2. The Board shall adopt a budget (as provided for in the Declaration) of the anticipated operating expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board ("budget meeting") called for that purpose to be held no later than November 15 of the year to which the budget applies, within thirty (30) days after adoption of the budget, a copy thereof shall be furnished to Declarant and to each representative and voting member. The copy of the budget shall be deemed furnished and the notice of the individual plot assessment shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a budget in a timely fashion shall not abrogate or alter the obligation to pay operating expenses.

Section 3. In administering the finances of the Corporation, the following procedures shall govern:

- (a) the fiscal year shall be the calendar year;
- (b) assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

Section 4. The individual plot assessment shall be payable as provided for in the Declaration.

Section 5. No board shall be required to anticipate revenue from assessments or expend funds to pay for operating expenses not budgeted or which shall exceed budgeted items, and no board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater operating expenses than monies from assessments, then such deficits shall be the subject of an adjustment to the applicable assessment (e.g., individual plot assessment or special assessment).

Section 6. The depository of the Corporation shall be such bank(s) or savings and loan association(s), as shall be designated from time to time by the Board, in which the monies of the Corporation shall be deposited. Withdrawal of monies from such account(s) shall be only by checks signed by two (2) persons as set forth in Article VIII. All such funds shall be insured by an agency of the United States Government.

Section 7. A report of the accounts of the Corporation shall be made annually as set forth in Article VIII, Section 7, and a copy of the report shall be furnished to Declarant and each representative and voting member no later than ninety (90) days following the fiscal year for which the report is made.

Section 8. All notices and mailings to the representatives or voting members required under these Bylaws shall be deemed to be furnished to the above-named parties upon its delivery or mailing to the above-named parties shown on the records of the

Corporation at their last known addresses as shown on the records of the Corporation.

ARTICLE XV.
AMENDMENTS

Section 1. These Bylaws may be amended, at any regular or special meeting of the Board at which there is a quorum, by a vote of a majority of the Governors, provided that those provisions of these Bylaws which are governed by the Articles may not be amended, except as provided in the Articles or applicable laws; and provided further, that any matter stated herein, to be or which is in fact governed by the Declaration, may not be amended except as provided in such Declaration.

Section 2. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition, or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of Broward County, Florida, no sooner than five (5) business days after a copy of same has been delivered to Declarant.

Section 3. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

Section 4. No amendment to these Bylaws shall be effective which prejudices or otherwise detrimentally affects any of the Declarant's rights or privileges without Declarant's prior written consent.

ARTICLE XV.
GENDER

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

IN WITNESS WHEREOF, we, being all of the Governors of The
Regency Lakes Community Association, Inc., have hereunto set our
hands this 27 day of JULY, 1994.

E.C.A.
[Signature]
[Signature]
[Signature]
[Signature]

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

97-237452 TH013
05-09-97 03:00PM

THIS INSTRUMENT PREPARED BY:

W/C Broward County
R. Bowen Gillespie, III, Esq.
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, FL 33432

CERTIFICATE OF SECRETARY OF
REGENCY LAKES COMMUNITY ASSOCIATION, INC.

THIS CERTIFICATE OF SECRETARY OF REGENCY LAKES COMMUNITY ASSOCIATION, INC. (this "Certificate") is made by David Levine as Secretary of Regency Lakes Community Association, Inc., a Florida not-for-profit corporation (the "Corporation") and joined in by Regency Lakes, a Florida joint venture ("Regency Lakes").

R E C I T A L S

A. Regency Lakes recorded that certain Declaration and General Protective Covenants for Regency Lakes Community (as amended, the "Declaration") in Official Records Book 23288, Page 955, of the Public Records of Broward County, Florida respecting the Regency Lakes Community.

B. Attached as Exhibit "D" to the Declaration are the Bylaws of the Corporation (the "Bylaws").

C. On April 25, 1997, the Board of Governors adopted certain amendments to the Bylaws of the Corporation.

D. Section 2 of Article XV of the Bylaws requires that the Secretary of the Corporation certify all amendments to the Bylaws.

NOW, THEREFORE, the undersigned, as Secretary of the Corporation, certifies that the following amendments to the Bylaws were duly adopted by the Board of Governors of the Corporation:

1. Section 3 of Article III of the Bylaws is deleted in its entirety. All references in the Bylaws to Neighborhood Representatives are hereby deleted.
2. Section 2 of Article V of the Bylaws is hereby amended to permit nominations from the floor of any annual meeting of the Association. A nominating committee may be established in the Board of Governors' sole discretion.
3. Section 7 of Article VIII of the Bylaws is hereby amended to allow any two officers of the Corporation to sign checks of the Corporation.
4. Article IX of the Bylaws is hereby deleted in its entirety and replaced with the following:

The Board of Governors may establish committees in its sole discretion.
5. Section 1 of Article X of the Bylaws is hereby deleted in its entirety and replaced with the following:

43

The annual members meeting shall be at such time and place as determined by the Board of Governors and as required by applicable law.

6. Section 4 of Article X is amended to replace the words "one-third (1/3)" with "one-quarter (1/4)."

7. Article XV entitled Gender shall be renumbered to be Article XVI.

IN WITNESS WHEREOF, David Levine has caused this Certificate to be executed this 30th day of April, 1997.

WITNESSES:

[Signature]
Print name: Joseph G. Long

[Signature]
Print name: David Levine

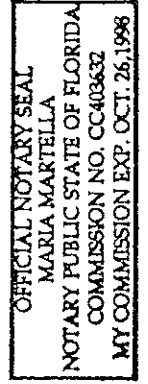
By: [Signature]
David Levine
2826 UNIVERSITY DR
CORAL SPRINGS, FL 33065

STATE OF FLORIDA)
COUNTY OF Broward) SS.:

The foregoing instrument was acknowledged before me this 30th day of April, 1997 by David Levine as Secretary of Regency Lakes Community Association, Inc., who is personally known to me or who produced Driver's License as identification, on behalf of the corporation.

My commission expires: [Signature] Maria Martella
NOTARY PUBLIC, State of Florida
at Large

Print name: _____



COUNTY OF Broward)

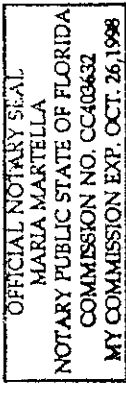
The foregoing instrument was acknowledged before me this 30th day of April, 1997 by Richard D. Levy as Chairman and Executive Officer of Oriole Limited, Inc., a Florida corporation as General Partner of Oriole Joint Venture Limited, a Florida Limited Partnership, a Joint venture partner of Regency Lakes, who is personally known to me or who produced proper ID as identification, on behalf of the corporation.

Maria Martella

My commission expires:

NOTARY PUBLIC, State of Florida
at Large

Print name: _____



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

7054.076 042597 (16:27)
F:\WPDATA\115\DOC\83386.1

Governors shall commence their term of office immediately following the meeting. A Governor may be removed from office at any time, with or without cause, by a majority vote of the Neighborhood Association Board by which such Governor was appointed. Each Governor, while serving on the Board of Governors, shall be entitled to cast one (1) vote on issues to be decided solely by the Corporation's Board of Governors. There shall be no quorum requirement at the Corporation's annual members meeting for the acceptance of the appointed Governors. The Board of Governors may, at any time, change its voting procedure or the Board of Governors' composition or structure provided herein, by amendment to this section of these By-Laws approved by two-thirds (2/3rds) vote of the Board of Governors, without the joinder or consent of the membership or any other person, party or entity.

3. Article XV, Section 1 of Article XV is hereby deleted and replaced with the following:

After the Turnover Date, these By-Laws may be amended: (a) by the consent of the Owners of two-thirds (2/3) of all Dwelling Units present, in person or by proxy, at duly called meeting of the Members in which a quorum is present, together with (b) the approval or ratification of a majority of the Board of the Corporation.

IN WITNESS WHEREOF, Tom Goetz has caused this Certificate to be executed this 19th day of June, 2000.

WITNESSES:

Adrienne Gersen
Print Name: ADRIENNE GERSEN

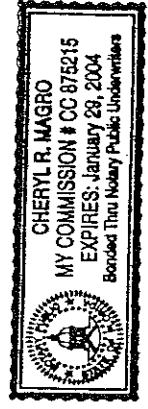
David M. Farrant
Print Name: DAVID M. FARRANT

By: Tom Goetz
Name: TOM GOETZ
Title: Secretary {SEAL}

STATE OF FLORIDA)
COUNTY OF Seminole) SS:

The foregoing instrument was acknowledged before me this 20th day of June 2000 by TOM GOETZ as Secretary of REGENCY LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: _____
Cheryl R. Magro
NOTARY PUBLIC, State of Florida
at Large
Print name: _____



JOINDER

LENNAR HOMES, INC. ("Lennar"), as Declarant under the Declaration, hereby consents to the amendments to the By-Laws of the Regency Lakes Community Association, Inc.

IN WITNESS WHEREOF, Lennar has caused this Joinder to be executed this 19th day June, 2000.

WITNESSES:

Adrienne Lennar
Print Name: ADRIENNE LENNAR
David M. Lampton
Print Name: DAVID M. LAMPTON

LENNAR HOMES, INC., a Florida corporation
By: [Signature]
Name: Scott Wootley
Title: VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

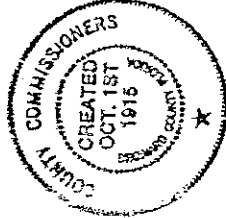
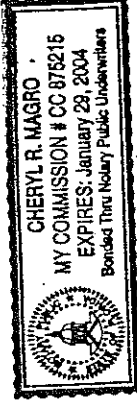
SCOTT WOOTLEY as VICE PRESIDENT of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who produced identification, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name:

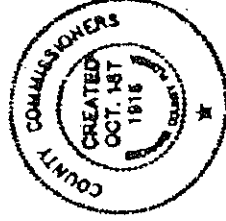
My Commission Expires:

[Signature]



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 19th day of June, 2000.

By [Signature]
Deputy Clerk



I hereby certify this document to be a true correct and complete copy of the record filed in my office. Dated this 26th day of JUNE, 2000.

By [Signature]
Deputy Clerk