

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SANDPIPER LANDING AT REGENCY LAKES**

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR SANDPIPER LANDING AT REGENCY LAKES (hereinafter referred to as the "Declaration") is made this 11th day of July, 1996 by ORIOLE HOMES CORP., a Florida corporation, its successors and assigns ("Developer"), whose principal office is located at 1690 South Congress Avenue, Delray Beach, Florida 33445, and is joined in by SANDPIPER LANDING ASSOCIATION, INC., a Florida corporation not for profit ("Association"), whose principal office is located at 1690 South Congress Avenue, Delray Beach, Florida 33445.

WHEREAS, Developer is the owner in fee simple of the real property more particularly described on Exhibit A ("Subject Property") attached hereto and made a part hereof; and

WHEREAS, in order to develop and maintain Sandpiper Landing at Regency Lakes as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Subject Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder;

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

1. DEFINITIONS

1.1. "Articles" mean the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B, and any amendments thereto.

1.2. "Assessments" mean the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Guaranteed Assessments" and "Special Assessments" (as such terms are defined in Section 6 hereof) and any and all other assessments which are levied by the Association in accordance with the Sandpiper Landing Documents.

1.3. "Association" means Sandpiper Landing Association, Inc., a Florida corporation not for profit. The Association is an "Neighborhood Association" (as defined in the Master Declaration).

1.4. "Association Expenses" mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Sandpiper Landing Document and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing,

maintaining, financing, repairing, replacing or improving the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Sandpiper Landing Document including, but not limited to, the cost of any "Reserves" (as defined in Paragraph 7.11 hereof) and any other expenses designated to be Association Expenses by the Board.

1.5. "Association Property" means such portions of the Subject Property as more particularly described in Paragraph 3.2 herein, which are to be maintained by the Association and are intended to be conveyed to the Association.

1.6. "Board" means the Board of Directors of the Association.

1.7. "Bylaws" mean the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C, and any amendments thereto.

1.8. "Completed Lot" means any Lot upon which the construction of a Dwelling Unit has been completed and for which a certificate of occupancy or an equivalent therefor for such Dwelling Unit has been issued by the appropriate government agency.

1.9. "Completed Lot Owner" means the Owner of a Completed Lot.

1.10. "Regency Lakes Community" or "RLC" means the name given to the planned community being developed by Regency Lakes, a joint venture ("Master Developer") on the "Committed Property" (as defined in the Master Declaration) in the County, in accordance with the "General Plan for Development" set forth in Article II of the Master Declaration.

1.11. "Corporation" means Regency Lakes Community Association, Inc., a Florida corporation not for profit, organized to administer the "Corporation Common Area" (as defined in the Master Declaration) and having among its members the Association and all other Neighborhood Associations which administer portions of RTC.

1.12. "County" means Broward County, Florida.

1.13. "Declaration" means this document and any amendments and supplements hereto. This Declaration is a "Neighborhood Covenants" (as defined in the Master Declaration).

1.14. "Developer" means Oriole Homes Corp., a Florida corporation, its successors, grantees and assigns. A purchaser shall not, solely by the purchase of a Dwelling Unit or Lot, be deemed a successor, grantee or assign of Developer, or the rights of Developer under this Declaration or any other Sandpiper Landing Document, unless such purchaser is specifically so designated a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

1.15. "Dominant Lot" means a Lot to which an easement over a Servient Lot as set forth in Paragraph 9 of this Declaration is appurtenant (i.e., a Lot owned by an Owner entitled to access to his Lot and Dwelling Unit over certain portions of an adjoining Lot). A Lot may be both a Dominant Lot and Servient Lot as to different easements as set forth in Paragraph 9 hereof, but not as to the same easement.

1.16. "Director" means a member of the Board.

1.17. "Dwelling Unit" means a residential dwelling unit intended as an abode for one family constructed on the Subject Property.

1.18. "Institutional Mortgagee" means any lending institution owning a first mortgage covering a Dwelling Unit or Lot, including any of the following institutions:

1.18.1. Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

1.18.2. Any "secondary mortgage market institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

1.18.3. Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

1.18.4. Any and all investing or lending institutions, or the successors and assigns of such lenders ("Lenders"), which have loaned money to Developer and which hold a mortgage upon any portion of the Subject Property securing such loans; or

1.18.5. Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of the Subject Property; or

1.18.6. Developer, if Developer holds a mortgage on any portion of the Subject Property and the transferee of any mortgage encumbering the Subject Property which was originally held by Developer; or

1.18.7. Any life insurance company; or

1.18.8. The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

1.19. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.20. "Legal Fees" mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; (ii) collection of past due Assessments, including, but not limited to, preparation of notices, liens and release of liens; and (iii) court costs through and including all trial and appellate levels and post-judgment proceedings.

1.21. "Lot" means a portion of the Subject Property, as shown on the Site Plan, upon which a Dwelling Unit is permitted to be erected and is a "Plot" (as defined in the Master Declaration). For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Uncompleted Lot.

1.22. "Master Declaration" means the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23288, Page 955, of the Public Records and any amendments and/or supplements thereto.

1.23. "Member" means a member of the Association.

1.24. "Operating Expenses" mean the expenses for which Owners are liable to the Corporation as more particularly described in the Master Declaration and include, but are not limited to, the costs and expenses incurred by the Corporation in administering, operating, reconstructing, maintaining, repairing and replacing the Corporation Common Area, (as defined in the Master Declaration) the use of which is shared by all owners in RLC as set forth in the Master Declaration.

1.25. "Owner" means the owner of the fee simple title to a Lot and includes Developer for so long as Developer is the owner of the fee simple title to a Lot.

1.26. "Public Records" mean the Public Records of the County.

1.27. "Sandpiper Landing Documents" mean in the aggregate this Declaration, the Site Plan, the Articles, the Bylaws, the Master Declaration, Articles of Incorporation and Bylaws of the Corporation and all of the instruments and documents referred to therein, including, but not limited to, amendments to any of the foregoing, as applicable.

1.28. "Sandpiper Landing" means Sandpiper Landing at Regency Lakes, a portion of the "Committed Property" (as defined in the Master Declaration) which is intended to be comprised of one hundred forty-five (145) zero lot line single-family units and the Association Property. "Sandpiper Landing" is one of the planned residential communities located within RLC.

1.29. "Servient Lot" means a Lot over which an easement is created as set forth in Paragraph 9 of this Declaration in favor of a Dominant Lot (i.e., a Lot over which the Owner of an adjoining Lot has a right of access to certain portions of his Lot and Dwelling Unit). A Lot may be both a Servient Lot and a Dominant Lot as to different easements as set forth in Paragraph 9, but not as to the same easement.

1.30. "Site Plan" means the site plan of Sandpiper Landing attached hereto and made a part hereof as Exhibit D.

1.31. "Subject Property" means the real property more particularly described on Exhibit A attached hereto and made a part hereof.

1.32. "Uncompleted Lot" means any Lot which the construction of a Dwelling Unit has not been completed and for which no certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

1.33. "Uncompleted Lot Owner" means the Owner of an Uncompleted Lot.

2. PLAN OF DEVELOPMENT; DEVELOPER'S RIGHT TO ADD PROPERTY TO THE SUBJECT PROPERTY; DEVELOPER'S RIGHT TO EXCLUDE CERTAIN PROPERTY FROM THE SUBJECT PROPERTY

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2.1. Plan of Development

Sandpiper Landing is planned to be developed in one (1) stage. The real property which initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described on Exhibit A hereto will contain one hundred forty-five (145) Lots, Association Property and Corporation Property located on the Subject Property.

Developer expressly reserves the right as to the Subject Property, to: (i) commence construction and development when Developer so desires; (ii) develop the Subject Property upon such timetable as Developer, in its sole discretion, chooses; and (iii) modify the plan of development of the Subject Property in such manner as it, in its sole discretion, chooses.

2.2. Developer's Right to Exclude Certain Property from the Subject Property

Notwithstanding anything to the contrary contained in the Sandpiper Landing Documents, Developer shall have the absolute right, to exclude from the Subject Property (which has not previously been conveyed by Developer), from time to time, any portion or portions of the Subject Property provided that such an exclusion shall only be accomplished by filing a statement ("Exclusion Statement") amongst the Public Records which identifies the portion of the Subject Property thereby being excluded ("Excluded Property"). Upon the recordation of the Exclusion Statement among the Public Records, the property described therein shall no longer be a part of the Subject Property and shall not be subject to the Sandpiper Landing Documents or the terms and provisions thereof as if such Excluded Property had never been included within the Subject Property under the Sandpiper Landing Documents. Developer reserves the right to so amend this Declaration with respect to any portion of the Subject Property then owned by Developer, without the consent of the Association, any Owner or any Institutional Mortgagee.

2.3. Corporation Common Area.

The Corporation Common Area located within Sandpiper Landing shall consist of the property depicted as such on the Site Plan. The Corporation Common Area shall be used in accordance with Master Declaration as follows:

2.3.1. Entry Feature. The portion of Sandpiper Landing designated as an entranceway, located at Regency Lakes Boulevard, as shown on the Site Plan as "Regency Lakes Promenade" shall be owned and maintained by the Corporation.

2.3.2. Lakes. The portion of Sandpiper Landing designated on the Site Plan as "Lakes" shall always be kept and maintained as Lakes for water retention, drainage and water management purposes in compliance with all applicable governmental and water management district requirements. The Lakes shall be a part of the Corporation Common Area (as defined in the Master Declaration) and shall be maintained, administered and ultimately owned by the Corporation. No Lot Owner shall do any act which may interfere with the performance by the Corporation to maintain the Lake areas.

2.3.3. Easements. The easements as shown on the Site Plan as "Lake Maintenance Easements" or "Lake Access Easements" shall be maintained and administered by the Corporation.

2.3.4. The thirty foot (30') utility easement designated on the Site Plan as "Tract U" and located between Lots 103 and 104 on the Site Plan shall be maintained, administered and owned by the Corporation.

3. CERTAIN LAND USE CLASSIFICATIONS; RESIDENTIAL PROPERTY; ASSOCIATION PROPERTY; CORPORATION PROPERTY; RULES AND REGULATIONS

3.1. Residential Property

Portions of the Subject Property designated on the Site Plan as "Lots 1 through 145," inclusive, are hereby declared to be "Residential Property".

3.2. Johnson Road Buffer Area

A chain link fence to be located approximately ten (10) feet from the rear boundary line and other landscape buffer shall be erected on the boundary of Sandpiper Landing along Johnson Road. The Association shall own and maintain such fence. Lots 89 through 114, inclusive, which are adjacent to the fence, shall maintain the 10-foot area adjacent to their respective Lots. No Owner shall be allowed to alter the fence or to place any attachment to the fence. If an Owner causes damage to the fence, the Association shall make all necessary repairs. The cost of making such repairs shall be assessed against such Owner and shall become a lien upon the Lot of such Owner. The Corporation shall maintain the 15-foot area on the outside of the fence along Johnson Road. Such area shall be Corporation Common Area.

3.3. Association Property

3.3.1. The Association Property shall consist of the following portions of the Subject Property as shown on the Site Plan: (i) Tracts L-1 through L-11 inclusive ("Open Space Areas") and (ii) private roadways. The Association Property shall be used for proper purposes by the Association and Owners and their family members, guests, invitees and lessees in accordance with the Sandpiper Landing Documents. The Association Property is to be maintained by the Association.

Except as herein specifically provided, the Association Property is to be maintained by the Association, however, notwithstanding anything to the contrary contained on the Site Plan or herein, the Owner of Lot 9 shall be obligated to maintain Open Space Area "L-4" adjacent to his Lot.

In addition, notwithstanding anything to the contrary on the Site Plan or herein, each Owner whose Lot is adjacent to a lake shall maintain all land between such Owner's Lot and the shoreline of the lake, as such shoreline may exist from time to time. Lots adjacent to a lake include (i) Lots 9 through 15, inclusive; (ii) Lots 16 through 27, inclusive; (iii) Lots 40 through 49, inclusive; (iv) Lots 40 through 62, inclusive; (v) Lots 51 through 62, inclusive; and (vi) Lots 135 through 144, inclusive. The portion of the lake which is an Owner's obligation to maintain shall be determined by extending the Owner's lot lines into the tract to the shoreline of the lake. Any Owner(s) having the obligation to maintain any of the aforesaid Association Property shall have exclusive use of such Association Property but may not construct any permanent or temporary structures on such

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Association Property. Maintain as used in this Paragraph shall mean mow, weed and irrigate the parcel area.

3.3.2. Roadways. The Roadways are those portions of Sandpiper Landing designated on the Site Plan as Tracts A, B, C, D and E. The Roadways shall be maintained, administered and owned by the Association. The Roadways shall be maintained by the Association as private roadways in accordance with this Declaration and the Master Declaration to provide a means of ingress and egress (i) to and from publicly dedicated streets; and (ii) between and among all portions of Sandpiper Landing for the use of the Corporation, the members of the Corporation, Developer, the Lot Owners in Sandpiper Landing, their family members, guests, lessees and assigns, Institutional Mortgagees and their successors and assigns and all governmental and quasi-governmental agencies and service entities having valid jurisdiction over Sandpiper Landing while engages in their respective functions. Street lights, walkways and utility lines appurtenant to the Roadways shall be installed as Developer, the Association, Corporation or the Master Association from time to time shall determine necessary and/or in accordance with the requirements of the applicable governmental agencies.

3.3.3. Such portions of the Association Property upon which Developer has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located or to be located thereon. The Association Property will be conveyed by Developer to the Association within sixty (60) days after the "Turnover Date" (as defined in the Articles). Notwithstanding the foregoing, the Association is obligated to accept at any time any and all conveyances to it by Developer of fee simple title, easements or leases to all or portions of the Association Property.

3.4. Rules and Regulations

The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Residential Property, and other portions of the Subject Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Sandpiper Landing Documents. The rules and regulations shall not apply to Developer as an Owner unless Developer consents thereto.

4. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; CORPORATICN

4.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Sandpiper Landing Documents. The voting rights of the Members shall be as set forth in the Articles.

4.2. Board

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

4.3. Corporation

The Association shall be a "Neighborhood Association" of the Corporation and, accordingly and pursuant to Paragraph 5.02

of the Master Declaration, the votes of all Owners as members of the Corporation shall be cast by the President of the Association as the "Representative." The Corporation has been organized for the purpose of administering the covenants and obligations relating to the Corporation Property as set forth in the Master Declaration. As a Member of the Association, all Owners acquire the benefits as to the use of the Corporation Property and the obligation to pay Operating Expenses.

5. COVENANT TO PAY ASSESSMENTS FOR ASSOCIATION EXPENSES; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DEVELOPER; CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

5.1. Affirmative Covenant to Pay Assessments for Association Expenses

In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Sandpiper Landing Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Lot and each Lot Owner, from and after the recordation of this Declaration in the Public Records of the County, the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the Individual Lot Assessments, Guaranteed Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Subject Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Association Expenses in accordance with the provisions of the Sandpiper Landing Documents.

5.2. Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of the Sandpiper Landing Documents with Interest thereon and costs of collection including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Each Assessment against a Lot, together with Interest thereon including, but not limited to, Legal Fees, shall be the personal obligation of the Lot Owner of such Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

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5.3. Collection of Assessments

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

5.3.1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

5.3.2. To advance on behalf of the Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof including, but not limited to, Legal Fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

5.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

5.3.4. To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

5.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a reasonable late charge as determined from time to time by the Board to defray additional collection costs.

5.4. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then, in that event, Developer shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Developer; using the remedies available to the Association against a Lot Owner as set forth in Paragraph 5.3, which remedies (including, but not limited to, recovery of Legal Fees) are hereby declared to be available to Developer.

5.5. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Notwithstanding the foregoing, any Institutional Mortgagee who takes title to any Lot(s) shall pay any and all Assessments pursuant to Section 6 from and after the date of such acquisition. Further, Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singularly, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Association Expenses on behalf of the

Association where the same are overdue and where lapses in policies or services may occur. Developer and any Institutional Mortgagees paying overdue Association Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Developer if Developer is entitled to reimbursement.

5.6. Developer Exemption

Notwithstanding anything herein to the contrary, Developer shall not be liable for any Assessments.

5.7. Association to Collect Assessments Due the Corporation

The Association shall collect all assessments for Operating Expenses due to the Corporation as set forth in the Master Declaration and remit same to the Corporation. The assessments that the Subject Property shall pay to the Corporation will be based on the formula set out in the Master Declaration. Each Owner by accepting title to his respective Lot, agrees to pay assessments for Operating Expenses to the Association.

6. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

6.1. Determining Amount of Assessments

The total anticipated Association Expenses for each calendar year shall be the sum necessary for the maintenance and operation of the Association Property as set forth in the budget prepared by the Board as required under the Sandpiper Landing Documents. Each Completed Lot and each Uncompleted Lot shall be assessed its pro rata portion of the Association Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service and state of the Lot's development, with a Completed Lot Owner paying on a ten to one (10:1) ratio as compared to an Uncompleted Lot Owner. Therefore, the Association Expenses shall be divided by the total number of Completed Lots multiplied by ten (10) plus the total number of Uncompleted Lots. The quotient thus arrived at shall be the Individual Lot Assessment for an Uncompleted Lot, and said quotient multiplied by ten (10) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Uncompleted Lots shall be adjusted quarterly, as needed, as hereinafter set forth). At such time as Developer has completed all of the Dwelling Units, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Sandpiper Landing Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against Developer shall be deemed an Association Expense which is the subject of a Special Assessment only, requiring the vote of the Members (as set forth in Paragraph 12.14 hereof) and not the subject of a regular Individual Lot Assessment.

6.2. Assessment Payments

The Individual Lot Assessments shall be payable quarterly, in advance, on the first day of each of January, April, July and October of each year. The Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments

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provided for herein and all installments thereof, shall be adjusted from time to time by the Board to reflect changes in the number and status of the Lots as to the number of Completed Lots and Uncompleted Lots (thus apportioning all such Assessments and installments thereof among all Lots in existence at the time such installment is due) or changes in the budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the new Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status of an Uncompleted Lot, prorated from the date the Uncompleted Lot became a Completed Lot to the end to the period in question, shall be credited against such amount owed as a Completed Lot.

6.3. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Sandpiper Landing Documents and whether or not for a cost or expense which is included within the definition of "Association Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Guaranteed Assessment under any of the Sandpiper Landing Documents and any such Special Assessments assessed against Lots and Lot Owners thereof shall be paid by such Lot Owners in addition to any such Guaranteed Assessments. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment shall require the affirmative assent of two-thirds (2/3) of the Owners, represented in person or by proxy at a meeting called and held in accordance with the Bylaws unless the Special Assessment is against an Owner for failure to maintain his Lot or Dwelling Unit or for failure to perform his maintenance responsibilities.

6.4. Liability of Lot Owners for Individual Lot Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Subject Property, each Owner thereof acknowledges that each Lot and the Lot Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Lot Owners further recognize and covenant that they are jointly and severally liable with the Lot Owners of all Lots for the Association Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments and the limitations on the liability of Institutional Mortgagees and their successors

and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for himself and his heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay his Individual Lot Assessments or any portion thereof or his respective portion of any Special Assessments or any other Assessments, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owners, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Developer in the same manner as all other Assessments hereunder as provided in the Sandpiper Landing Documents.

6.5. Guaranteed Assessment During Guarantee Period

Developer covenants and agrees with the Association and the Owners that for the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of the following: (i) the Turnover Date; or (ii) December 31, 1997 ("Guarantee Period"), that the annual Individual Lot Assessment will not exceed the amount set forth in the initial operating budget of the Association ("Guaranteed Assessment") and that Developer will pay the difference, if any, between the Association Expenses (other than those Association Expenses which are properly the subject of a Special Assessment, any "Reserves" (as defined in Paragraph 7.11 hereof) incurred by the Association during the Guarantee Period and the amounts assessed as Guaranteed Assessments against Lots. Thus, during the Guarantee Period, Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment and Special Assessments. In addition, Developer hereby reserves the right to amend this Declaration, at Developer's sole election, to extend the guarantee period to a date ending no later than the Turnover Date and to increase the amount of the Guaranteed Assessment during any such extension period.

After the Guarantee Period terminates, each Owner shall be obligated to pay Assessments as set forth in Paragraph 6.1 hereof.

6.6. Developer's Guaranteed Assessment Not the Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Owner by the acceptance of a deed or other instrument of conveyance of a Lot within the Subject Property shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Developer) or any successors or assigns of such Institutional Mortgagee, or any person acquiring title to any part of the Subject Property by reason of the foreclosure by an Institutional Mortgagee or deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Developer: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Sandpiper Landing Documents; or (ii) to pay the difference between the actual Association Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period as may be provided for in any of the Sandpiper Landing Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Developer to guarantee the amount of the Assessments as herein provided.

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6.7. Working Fund Contribution

Each Owner who purchases a Lot from Developer shall pay to the Association at the time legal title is conveyed to such Owner a "Working Fund Contribution." The Working Fund Contribution shall be an amount equal to no less than a two months' share of the annual Association Expenses applicable to a Completed Lot pursuant to the initial budget. The purpose of the Working Fund Contribution is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments. Developer has the right to cause the Association to use the Working Fund Contributions to defray Association Expenses during the Guarantee Period.

6.8. Exempt Property

Any and all Lots or other portions of the Subject Property which may from time to time be withdrawn from the provisions of this Declaration by Developer and any and all Lots owned by Developer shall be exempt from assessment pursuant to the provisions hereof.

7. ASSOCIATION EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Association Property and of the Association are hereby declared to be Association Expenses which the Association is obligated to assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Sandpiper Landing Documents.

7.1. Taxes

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

7.2. Utility Charges

All charges levied for utilities providing services for the Association Property or providing services for the Dwelling Units though not separately metered to such Dwelling Units, 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.

7.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under the Sandpiper Landing Documents and the premiums on any policy or policies of insurance which the Association determines to maintain even if not required to be so maintained under the Sandpiper Landing Documents.

7.4. Maintenance, Repair and Replacement

Any and all expenses necessary to: (i) maintain and preserve the Association Property; (ii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the Association, and fixtures and equipment upon the Association Property in a manner consistent with the development of the Subject Property and in accordance with the covenants and restrictions contained herein and in the Sandpiper Landing Documents, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iii) maintain and repair the portions of the Subject Property which are the responsibility of the Association as provided for in the Sandpiper Landing Documents.

7.5. Administrative and Operational Expenses

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

7.6. Compliance with Laws

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

7.7. Indemnification

The Association covenants and agrees that from and after the date hereof it will indemnify and hold harmless Developer, its shareholders, officers and directors 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 the Association Property and improvements thereof and thereon, and from and against all costs, expenses, Legal Fees and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Sandpiper Landing Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Sandpiper Landing Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling

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apportioned equally amongst the Lot Owners. It is contemplated that the Lawn Maintenance Agreement will provide for maintaining and preserving the lawn which are encompassed within each Lot, including mowing, edging of sod and fertilizing. If any Lot Owner elects to receive an "Optional Service" (being a service not received by all Lot Owners pursuant to any Lawn Maintenance Agreement), said Lot Owner shall be responsible for paying for the costs thereof. The costs and expenses of the lawn maintenance pursuant to the Lawn Maintenance Agreement will be borne by all Lot Owners located in Sandpiper Landing regardless of whether they elect an Optional Service to maintain same. The foregoing shall in no way obligate Developer or the Association to enter into a Lawn Maintenance Agreement.

7.13 Miscellaneous Expenses

The cost of any item of cost or expense pertaining to or for the benefit of the Association or the Association Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Association Expense by the Board shall be an Association Expense.

8. INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Association Expenses:

8.1. Public Liability Insurance

A comprehensive policy or policies of general liability insurance naming the Association and, for so long as Developer owns any Lot, Developer as named insureds thereof and including the Owners as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property included within Sandpiper Landing and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than (i) One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence; (ii) Five Million Dollars (\$5,000,000) for damages incurred or claimed by more than one person for any one occurrence; and (iii) One Hundred Thousand Dollars (\$100,000) for property damage for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the Association is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Association Property included within Sandpiper Landing; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Association Property included within Sandpiper Landing in developments similar to Sandpiper Landing in construction, location and use. The insurance purchased shall contain a "Severability of Interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Developer or any other Owners or deny the claim of either Developer or Association because of negligent acts of the other, or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to an Owner. Each Owner shall be responsible

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this covenant of indemnification set forth in this Paragraph shall be an Association Expense, provided that the amount of any Assessment arising therefrom shall not be assessed against any Dwelling Unit or Lot owned by Developer.

7.8. Failure or Refusal of Lot Owners to Pay Assessments

Funds needed for Association Expenses due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Association Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon.

7.9. Extraordinary Items

Extraordinary items of expense under the Sandpiper Landing Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon.

7.10. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Sandpiper Landing Documents must also be approved by a two-thirds (2/3) affirmative vote of the Owners present at any Members' meeting having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment, nor shall such approval need be obtained for a Special Assessment for the maintenance of Lots and Dwelling Units, as provided for in this Declaration.

7.11. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Association Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such reserves or any fund composed of same. Developer shall not be subject to any assessment for Reserves without its prior written consent.

7.12 Lawn Maintenance Agreement

Any and all costs and expenses which may be incurred by the Association under or pursuant to any agreement(s) entered into by the Association for lawn maintenance ("Lawn Maintenance Agreement") will be assessed against all of the Lot Owners on the Subject Property. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses which may be charges to the Association under or pursuant to any Lawn Maintenance Agreement shall be an Operating Expense and shall be

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for the purchasing of liability insurance for accidents occurring in his own Dwelling Unit and, if the Owner so determines, for supplementing any insurance purchased by the Association. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

8.2. Hazard Insurance

Insurance for all buildings or equipment located on the Association Property, if any, in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof with an "Agreed Amount and Inflation Guard Endorsement," if available, a "Construction Code Endorsement," (including a "Demolition Cost Endorsement," "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement") or its equivalent, if necessary. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, and other items normally excluded from coverage. The Board may determine the kinds of coverage and proper and adequate amount of insurance. Such insurance shall afford protection against at least the following:

8.2.1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

8.2.2. such other risks as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Sandpiper Landing in construction, location and use.

8.3. Flood Insurance

If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available, under the National Flood Insurance Program, or any other government regulated insurance carrier authorized to conduct business in the State of Florida, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all insurable property located in the flood hazard area.

8.4. Conditions of Insurance

All insurance purchased by the Association pursuant to this Section shall be subject to the following provisions:

8.4.1. The Institutional Mortgagee holding the highest dollar indebtedness encumbering any portion of the Subject Property ("Lead Mortgagee") shall have the right, for so long as it holds such highest collar indebtedness, to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, and the insurance agent or agents.

8.4.2. In the event the Association receives proceeds in excess of Five Thousand Dollars (\$5,000) as a result of damages

to all or any portion of the Association Property, then the Association shall distribute such funds in the following manner:

(i) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Association Property and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor shall post a performance and payment bond with respect to such work.

8.4.3. In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Board shall hold a special meeting to determine a Special Assessment against all Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment subject to the limitations thereon against the Lots setting forth the date or dates of payment of the same.

8.4.4. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Association Property, any excess insurance proceeds remain in the hands of the Board, then such excess shall be disbursed to all Owners on a pro rata basis. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Board shall be distributed to the Owners in proportion to their contributions by way of Special Assessment.

8.5. Fidelity Coverage

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

8.5.1. Such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association;

8.5.2. Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Completed Lots, plus the Reserves, if any, but in no event less than Ten Thousand Dollars (\$10,000) for each such person; and

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

Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to

either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

8.6. Cancellation or Modification

All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

8.7. Condemnation

In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Lots, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

8.8. Additional Insurance

Each Owner of a Dwelling Unit may purchase homeowners insurance insuring his Dwelling Unit. Each such Owner shall pay for such insurance with respect to his Dwelling Unit. Each Owner may also obtain the flood insurance sponsored by the federal government with respect to his Dwelling Unit as set forth in Paragraph 8.3, provided same is available.

Subject to the rights of an Institutional Mortgagee as expressed in the mortgage held by it on a Dwelling Unit, any proceeds paid under any insurance policy as a result of damage to or destruction of a Dwelling Unit shall be utilized, to the extent necessary, toward the restoration of such Dwelling Unit and if such proceeds are insufficient therefor, the Owner in question shall be responsible for such additional sums as are necessary to so restore the Dwelling Unit in questions and shall be subject to a Special Assessment therefor.

Notwithstanding anything in this Section 8 to the contrary, the amounts set forth for the purchase of insurance hereunder are the minimum amounts to be purchased. Therefore, Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

9. EASEMENTS AND RESERVATIONS

9.1. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Subject Property under this Declaration.

9.2. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Subject Property as

covenants running with the Subject Property for the benefit of the Owners, the Association and Developer as hereinafter specified for the following purposes:

9.2.1. Utility and Services Easements

An easement or easements to provide for installation, service, repair and maintenance of the equipment required to provide utility services including, but not limited to, power, electric transmission, television cable, monitored alarm systems, light, telephone, gas, water, sewer and drainage, and governmental services including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies; provided that all facilities for any of the foregoing shall be installed underground except those above ground facilities as shall be permitted in writing by the Association.

9.2.2. Easement for Encroachment

An easement for encroachment in favor of an Owner in the event any portion of his Dwelling Unit or appurtenant improvements such as a fence now or hereafter encroaches upon any of the Lots as a result of inaccuracies in survey, construction or due to settlement or movement or caused by changes in the building design or site plan, provided such changes have been approved by the appropriate governmental authorities. Such encroaching improvements installed by Developer shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof or his designees.

9.2.3. Easement to Enter Upon Lots

An easement or easements for ingress and egress in favor of the Association and the Corporation, including the Board and the Board of Directors of the Corporation or their designees, to enter upon the Lots for the purpose of fulfilling their duties and responsibilities of ownership, maintenance and/or repair in accordance with the Sandpiper Landing Documents, including, but not limited to, ingress, egress, pest control, maintenance of the masonry wall, and the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

9.2.4. Maintenance Easements

9.2.4.1. The Dwelling Units in Sandpiper Landing have been designed and planned as "zero lot line" homes such that each Dwelling Unit is constructed so that all or portions of one side of the Dwelling Unit (and fences or masonry walls extending from such side) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot ("Dominant Lot") may have access to the "zero lot line" side of the Dwelling Unit (and other portions of his Lot and Dwelling Unit) in order to maintain portions of the Lot, the side of the Dwelling Unit, the roof and other applicable portions of the Dwelling Unit and Lot, and so that rain water may run off the roof of a particular Dwelling Unit onto the easement area described below. Because such access must be, of necessity, over the neighboring Lot ("Servient Lot") on which the portion of "zero lot line" side of the Dwelling Unit faces, Developer hereby makes provision for the "Maintenance Easements" declared and regulated pursuant to this subparagraph 9.2.4 (as well

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as similar easements for the aforesaid purposes which may, but need not, appear on the Site Plan).

9.2.4.2. Developer hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot adjacent to the building lines of the Dwelling Unit located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot. The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in subparagraph (c) below and for rainwater run-off but in no event, less than the greater of three (3) feet in width or as may be otherwise shown as an access or similar easement on the Site Plan.

9.2.4.3. The Owner of a Dominant Lot, his guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter unto the appurtenant Maintenance Easement for purposes of maintaining, repairing and replacing portions of his Lot and Dwelling Unit including, without limitation, the Dwelling Unit's walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses and such Owner shall not do anything within the Servient Lot which shall cause damage to the Servient Lot or any improvement or landscaping thereon which is not promptly remedied by said Owner, create an undue hazard to person or pets located on or coming into the Servient Lot or is in furtherance of any activity as to the Dominant Lot or the Dwelling Unit thereon which is, or would result in, a violation of the restrictions set forth in the Sandpiper Landing Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to indemnify the Owner of a Servient Lot for any and all losses, costs, expense or damage to any person or property incurred by reason of the former's violations of the restrictions contained herein.

9.2.4.4. Owners of Servient Lots shall not make any improvement to the Servient Lot, including, without limitation, the placement of fences or landscaping which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby.

9.2.4.5. Each Owner, by acceptance of a deed for a Lot, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lots as hereinbefore described but also a Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant Lots adjacent to such Lot.

9.2.5. Easement to Enter Upon Lots

An easement or easements for ingress and egress in favor of the Association, including the Board or the designees of the Board, to enter upon the Lots for the purpose of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Sandpiper Landing documents, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other owners.

9.2.6. Easement Over Association Property

An easement of enjoyment in favor of all Owners, their family members, guests, invitees and lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Lot, subject to the following:

9.2.6.1. the right of the Association to suspend the voting rights and rights to use the Association Property of any Owner for any period during which Assessments against his Lot(s) remain unpaid;

9.2.6.2. the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operating of the Subject Property; and

9.2.6.3. all provisions set forth in the Sandpiper Landing Documents.

9.2.7. Easement Over Subject Property

An easement for drainage and flowage over and upon the Subject Property benefitting any contiguous and/or nearby lands owned by Developer or the Master Developer, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair underground water drainage and flowage pipes.

9.2.8. Easement Over Roadways and Walkways

An easement is hereby granted over the roadways and walkways within the Association Property in favor of the Corporation and all owners in RLC.

9.3. Assignments

The easements reserved hereunder may be assigned by Developer or the Association in whole or in part to any city, County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Owners hereby authorize Developer and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Subject Property or portions thereof in accordance with the provisions of this Declaration subject to the limitations set forth in Paragraph 9.4 hereof.

9.4 Limitation of Easements

No such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within the Subject Property which have been constructed: (i) in accordance with the Sandpiper Landing Documents; and (ii) prior to the use of such an easement; to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with the Sandpiper Landing Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence or driveway) provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not

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result in other than minor, temporary alterations to such improvements other than a building or structure (including, but not limited to, temporary alteration or removal of a fence or a temporary excavation within a driveway) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Developer shall terminate upon Developer no longer holding title to any Lots or Dwelling Units, or interests in such (e.g., leasehold rights) on the Subject Property, except for the easement right of Developer set forth in Paragraph 9.2.6 hereof. In addition, the easement rights granted or reserved by Developer hereunder are not to be construed as creating an affirmative obligation to act on the part of Developer.

9.5 Reservation for Periodic Inspections

Developer shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Lots and improvements thereon in order to ascertain the physical condition of the Lots and improvements thereon and determine whether maintenance, repairs or replacements of any such Lots or improvements thereon, are indicated. If Developer conducts any such tests or inspections, it shall pay all costs thereof, restore the affected portion of the Lot to its condition immediately prior to the inspections and tests and shall indemnify the Association and Dwelling Unit Owner(s) of any affected Dwelling Unit(s) from any damages resulting therefrom. Developer hereby reserves the rights of entry on, over, under, across and through the Lots as may be reasonably necessary for the foregoing purposes.

10. OCCUPANCY AND USE RESTRICTIONS

10.1. Single-Family Use

The Dwelling Units shall be the only dwellings constructed on the Residential Property. The Dwelling Units shall be for single-family use only. No commercial occupation or activity may be carried on the Subject Property except as such occupation or activity is permitted to be carried on by Developer under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit. No Dwelling Unit may be rented for a term of less than six (6) months and no Dwelling Unit may be rented more than once in any twelve (12) month period.

10.2. Removal of Trees

No tree or shrub, the trunk of which exceeds two inches (2") in diameter and forty-eight inches (48") in height, shall be cut down or otherwise removed without the express prior written consent of the Association. Such consent for removal shall be given where necessary for the construction of the Dwelling Unit and other permitted improvements, provided that the consent for such removal may nevertheless be conditioned upon and require that the tree or shrub in question be transplanted to another part of the Lot in question.

10.3. Swales and Sidewalks

Each Owner must keep completely sodded and maintained the "Swale(s)" lying in the rights-of-way between each Owner's Lot and the paved street(s) abutting same, unless prohibited by applicable governmental requirements. The underground sprinkler system required to be installed on the sodded portion of the Lot shall have "heads" that will water the sodded areas of such Swale(s). Each Owner must maintain such heads to insure that the sodded portion of the Swale(s) is adequately watered. Each Owner shall be required to maintain the Swale areas required to be sodded by such Owner as above set forth in the same manner as the sodded areas of each such Owner's Lot. In addition, each Owner shall be required to maintain the existing trees located in or on the Swale area, as required by applicable governmental agencies. Such plantings shall be properly maintained by the Owners and the costs and expenses connected therewith, including the replacement of said trees to comply with the applicable governmental requirements shall be borne by the Owner. No Owner shall any Owner alter the slope of the Swales or take any other action which may impede the drainage system and the flowage of water. Each Owner shall be responsible for maintaining the sidewalk in front of his Swale.

10.4. Temporary Buildings, Etc.

No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Subject Property except in connection with construction, development, leasing or sales activities permitted under the Sandpiper Landing Documents. No temporary structure may be used as a Dwelling Unit.

10.5. Boats, Recreational Vehicles and Commercial Vehicles

No motorcycle, trailer, boat, van, truck, camper, recreational vehicle, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the Board, shall be permitted on any portion of the Subject Property except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. No vehicle shall be permitted to be parked on the streets overnight. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Subject Property.

10.6. Garages

Each Dwelling Unit shall have an attached garage. No garage shall be permanently enclosed so as to make such garage unusable by a vehicle, and no portion of a garage originally intended for the parking of a vehicle shall be converted into a living space or storage area without the consent of Developer or the Association. No individual air conditioning units which are visible from outside the Dwelling Unit shall be permitted in a garage. All garage doors shall remain closed when not being used for ingress and egress.

10.7. Signs

No sign of any kind including, but not limited to, "For Sale" signs and "For Rent" signs shall be displayed to the public view on any Lot or Dwelling Unit or from any window. No sign or

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attachment of any kind shall be displayed by any Owner on the fence, if any, along the Lot lines.

10.8. Animals and Pets

Only common household pets (i.e., dogs, cats, birds and fish) may be kept on any Lot or in a Dwelling Unit but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subject Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull be permitted on the Subject Property. Any pet must be carried or kept on a leash when outside of a Dwelling Unit or fenced in area. No pet shall be permitted to go or stray on any other Lot without permission of the Owner of such Lot. No pet shall be kept outside of a Dwelling Unit, or in any screened area unless someone is present in the Dwelling Unit.

Any pet must not be an unreasonable nuisance or annoyance to other Owners in Sandpiper Landing. All Owners shall immediately pick up and remove any solid animal waste deposited by his pet on the Subject Property. If any pet interferes with the Association's maintenance obligations, upon written demand by the Association, the applicable Owner will be required to assume the obligations for such maintenance, without a reduction in Assessments for Association Expenses.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Developer and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Subject Property.

10.9. Additions and Alterations

No Dwelling Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition or alteration to the exterior of his Dwelling Unit, including, without limitation, the painting, staining or varnishing of the exterior of the Dwelling Unit and the addition of screens, screen doors or enclosures of any kind without the prior written approval of the Association, which approval may be withheld for purely aesthetic reasons.

10.10. Casualties

In the event a Dwelling Unit or any part thereof is damaged or destroyed by casualty or otherwise, the Owner thereof shall promptly clear all debris resulting therefrom and commence either to repair, rebuild or reconstruct the Dwelling Unit (in accordance with this Declaration) or to grass over and landscape the land previously underlying the Dwelling Unit in a sightly manner.

10.11. Plans and Specifications

Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling Unit shall be substantially in accordance with the plans and specifications for such property as originally constructed or with new plans and specifications approved by the Association; however, any material or substantive change in new plans and specifications approved by the Board from the plans and specifications of previously

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constructed property shall require the written approval of Institutional Mortgagees holding mortgages encumbering at least two-thirds (2/3) of the Lots so encumbered. The Association makes no representations or warranties regarding the approval of new plans and specifications and, thus, assumes no liability in this regard.

10.12. Barbecues

Owners shall be permitted to locate and utilize barbecues only upon their respective Lots behind their respective Dwelling Units.

10.13. Increase in Insurance Rates

No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Subject Property not owned by such Owner.

10.14. Water Supply

No wells or individual water supplies shall be permitted except for sprinkler systems in compliance with all applicable governmental requirements.

10.15. Mailboxes and Other Delivery Boxes

Until determined otherwise by the Association and the United States Postal Service, mailboxes shall not be installed without the prior written consent of the Association, which consent may be withheld based on purely aesthetic reasons.

10.16. Clotheslines

No clotheslines or clothes drying on any Lot, which is visible from outside of such Lot, shall be undertaken or permitted on the Subject Property.

10.17. Aerials

No antennae, satellite dish, ham radio, aerials or the like shall be placed upon the Subject Property (unless wholly contained within a Dwelling Unit and not visible from outside the Dwelling Unit) without the prior written approval of the Association, which approval may be denied for purely aesthetic reasons.

10.18. Garbage and Trash

Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Subject Property, including any Association Property, or any property contiguous to the Subject Property. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot, in order to be collected may be placed and kept at the front of the Lot after 5:00 p.m. on the day before the scheduled day of collection but not sooner, and any trash facilities must be removed on the collection day after the pick up. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Dwelling Unit or fenced-in area and screened from view and kept in a clean and

sanitary condition. No noxious or offensive odors shall be permitted.

10.19. Window Decor

All draperies, curtains, shades or other window or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit shall have a white or beige backing, unless otherwise approved in writing by the Board. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or a lessee first moves into a Dwelling Unit or when permanent window treatments are being cleaned or repaired.

10.20. Landscaping

NO LANDSCAPING WHATSOEVER SHALL BE PERMITTED WITHOUT THE WRITTEN PERMISSION OF THE BOARD AND THE BOARD OF THE CORPORATION because there are underground utilities which may present a hazard. If an Owner wishes to landscape an area which is located upon a utility easement, such Owner must obtain the appropriate approval for the landscaping from the provider of the utility service in addition to Board approval.

10.21. Certain Rights of Developer

The provisions, restrictions, terms and conditions of this Section 10 shall not apply to Developer as an Owner.

11. MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY

In order to further establish and preserve the Subject Property, each Owner covenants and shall be obligated at all times to maintain portions of his Dwelling Unit (including, but not limited to, all glass and screens in windows and doors) in a neat, aesthetically pleasing manner, in proper condition and good repair. If an Owner is merely the owner of a Lot without a Dwelling Unit thereon, the Owner thereof shall be required to maintain his Lot in an aesthetically pleasing manner.

11.1. By Owners

The responsibility of an Owner is as follows:

11.1.1. Maintenance and Repair

Owners shall maintain in good condition, and repair and replace at his expense, portions of his Dwelling Unit and improvements thereon, including any screening on any porch, all window panes and all interior surfaces within his Dwelling Unit (such as the surfaces of the walls, roof, ceilings and floors); and maintain and repair the fixtures therein, including the air conditioning equipment serving the Dwelling Unit; and to pay for any utilities which are separately metered to his Dwelling Unit. Every Owner must promptly perform all maintenance and repair work within his Dwelling Unit, as aforesaid, which if not performed would affect any other portion of Sandpiper Landing or a Dwelling Unit or Lot belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Dwelling Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, except for changes or alterations approved by the

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Association as provided in this Declaration. Owners shall also maintain in good condition all landscaping on his Lot.

11.1.2. Open Space Areas

Except as herein specifically provided, the Association Property is to be maintained by the Association, however, notwithstanding anything to the contrary contained on the Site Plan or herein, the Owner of Lot 9 shall be obligated to maintain Open Space Area "L-4" adjacent to his Lot.

11.1.3. Lake Lots

In addition, notwithstanding anything to the contrary on the Site Plan or herein, each Owner whose Lot is adjacent to a Lake shall maintain all land between such Owner's Lot and the shoreline of the Lake, as such shoreline may exist from time to time. Lots adjacent to a Lake include (i) Lots 9 through 15, inclusive; (ii) Lots 16 through 27, inclusive; (iii) Lots 40 through 49, inclusive; (iv) Lots 40 through 62, inclusive; (v) Lots 51 through 62, inclusive; and (vi) Lots 135 through 144, inclusive. The portion of the Lake which is an Owner's obligation to maintain shall be determined by extending the Owner's lot lines to the shoreline of the Lake. Any Owner(s) having the obligation to maintain any of the aforesaid Association Property shall have exclusive use of such Association Property but may not construct any permanent or temporary structures on such Association Property. "Maintain" as used in this Paragraph shall mean mow, weed and irrigate the area.

11.1.4. Alterations

Owners shall not: (i) make any alterations in any improvement or landscaping within the Association Property; (ii) remove any portion thereof or make any additions thereto; or (iii) do anything which would or might jeopardize or impair the safety or soundness of the Association Property or which, in the sole opinion of the Association, would detrimentally affect the architectural design of a building within the Subject Property without first obtaining the written consent of the Association.

11.1.5. Duty to Report

Owners shall promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

11.1.6. Rights of Developer and Association

In the event any Owner fails to properly maintain his Lot and/or Dwelling Unit pursuant to this Declaration ("Defaulting Owner"), the Association or Developer shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain property for which he has maintenance responsibility shall be determined in the sole discretion of the Association or Developer. The cost of performing such maintenance and the expenses of collection (if any), together referred to herein as the "Remedial Maintenance Fee," and Legal Fees, shall be assessed against the Defaulting Owner.

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Any Remedial Maintenance Fee, including Interest thereon, and Legal Fees as herein provided, are hereby declared to be a charge on each Lot and shall be a continuing lien upon the Lot or Dwelling Unit against which the Remedial Maintenance Fee is assessed. A Defaulting Owner shall also be personally liable to the Association or Developer, as the case may be, for the payment of the Remedial Maintenance Fee assessed such Owner plus Interest and Legal Fees. In the event the amounts assessed against a Defaulting Owner are not paid within twenty (20) days of the date of the assessment, the Association or Developer, as the case may be, may proceed to enforce and collect said assessments against such Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure and sale of a Defaulting Owner's Lot and improvements thereon, if any, or Dwelling Unit. The lien created hereby shall be effective only from and after the time of recordation amongst the Public Records, of a written, acknowledged statement signed by an authorized agent of the Association or Developer setting forth the amount due. All sums expended shall earn Interest. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

Notwithstanding the aforesaid, the provisions of this Section 11 may also be enforced in accordance with the provisions of Section 5 hereof.

11.1.7. Liability for Actions

An Owner shall be liable for the expense incurred by the Association of any maintenance, repair or replacement of any real or personal property within Sandpiper Landing and rendered necessary by his act, neglect or carelessness, or by that of his lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

11.2. By the Association

The responsibility of the Association is as follows:

11.2.1. Maintenance and Repair

Except as herein otherwise specifically provided, the Association shall repair, maintain and replace any and all improvements and facilities located upon the Association Property within Sandpiper Landing. Maintenance includes, but is not limited to, the following: cleanup, landscape care, lawn care, dredging, chemical treatment and other services related to drainage areas, Association Property, structural upkeep, roadways and sidewalks, which are not the responsibility of each Owner in accordance with subparagraph 10.3 hereof. The Association may, to the extent permitted by the appropriate governmental authority, also provide maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity to the Subject Property to the extent that their deterioration or unkept appearance would adversely affect the appearance of the Subject Property.

11.2.2 Maintenance of Lawns

The Association may maintain and care for any lawns which are encompassed within the Lot. "Maintenance and care" shall include mowing, edging of sod and fertilizing. In connection therewith, the Association shall have the right to determine, in its sole discretion, when to perform the lawn maintenance. NOTWITHSTANDING THE OBLIGATION OF THE ASSOCIATION TO MAINTAIN THE LAWNS LOCATED UPON THE LOTS, REPLACEMENT OF SUCH LAWNS, TREES, SHRUBBERY AND LANDSCAPING FOR ANY REASON WHATSOEVER, SHALL BE THE OBLIGATION OF THE LOT OWNERS UPON WHICH SUCH REPLACEMENT IS REQUIRED. All such maintenance and Assessments therefor as described in this paragraph are only with respect to Completed Lots and the Dwelling Units thereon.

12. GENERAL PROVISIONS

12.1. Conflict with Other Sandpiper Landing Documents

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control. In the event of any conflict between the provisions of this Declaration and the provisions of the Master Declaration, the provisions of the Master Declaration shall control except if any provisions of this Declaration are more restrictive, such provisions of this Declaration shall control.

12.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Dwelling Unit owned by such Owner; and (ii) the Association, certified mail, return receipt requested, at 1690 South Congress Avenue, Delray Beach, Florida 33445, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 1690 South Congress Avenue, Delray Beach, Florida 33445, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

12.3. Enforcement

The covenants and restrictions herein contained may be enforced by Developer (so long as Developer holds an equitable or legal interest in any Lot and/or Dwelling Unit), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees.

12.4. Captions, Headings and Titles

Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

12.5. Context

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

12.6. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

12.7. Certain Rights of Developer

Notwithstanding anything to the contrary herein contained, no improvements constructed or installed by Developer shall be subject to the approval of the Association or the provisions and requirements of this Declaration, although it is the intent of Developer to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Subject Property any business necessary to consummate the sale, lease or encumbrance of Dwelling Units or real property in Regency Lakes or in any other community being developed by Developer now or in the future, including, but not limited to, the right to maintain models and a sales and/or leasing office, place signs, employ sales and leasing personnel, use the Association Property and show Dwelling Units, and Developer reserves and shall have the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Subject Property. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales or leasing efforts shall not be considered a part of the Association Property and shall remain the property of Developer. This Paragraph 12.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such Amendment is consented to in writing by Developer. This right of use and transaction of

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business as set forth herein, and the other rights reserved by Developer in the Sandpiper Landing Documents may be assigned in writing by Developer in whole or in part. For the purposes of this Paragraph 12.7, the term "Developer" shall include any "Lender" which has loaned money to Developer to acquire or construct improvements upon the Subject Property or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Subject Property as a result of the foreclosure of any mortgage encumbering any portion of the Subject Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth in this Paragraph 12.7, which are in addition to, and are no way a limit on, any other rights or privileges of Developer under any of the Sandpiper Landing Documents, shall terminate upon Developer no longer owning any portion of the Subject Property (and having any equitable or legal interest therein) or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary election to relinquish the aforesaid rights and privileges.

12.8. Disputes as to Use

In the event there is any dispute as to whether the use of the Subject Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Developer of the Subject Property or any parts thereof in accordance with Paragraph 12.7 hereof shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

12.9. Amendment and Modification

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

12.9.1. Until the Turnover Date, all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not impair the common plan of development of Sandpiper Landing; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

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

12.9.3. Notwithstanding anything to the contrary contained herein, Developer reserves the right to amend the Declaration and any exhibits thereto so as to correct any scrivener's or other errors or omissions not affecting the rights of Owners, lienors or mortgagees. Such amendment need be executed

and acknowledged only by Developer and need not be approved by the Association, Owners, lienors or mortgagees, whether or not elsewhere required for amendment. Such right shall pass to the Board after the Turnover Date.

12.9.4. 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 Developer, the Association or of any Institutional Mortgagee under the Sandpiper Landing Documents without the specific written approval of such Developer, Association and/or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the then existing Association Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Paragraph 12.14 hereof and any such amendment shall be deemed to impair and prejudice the rights of Developer hereunder.

12.9.5. Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its planned unit development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

12.9.6. Any amendment to this Declaration which would affect the surface water management as shown on the Plats must be joined in and consented to by the South Florida Water Management District (or its successor) in order to be effective.

12.9.7. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Developer and to all Institutional Mortgagees holding a mortgage on any portion of the Subject Property requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records.

12.10. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Developer.

12.11. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Subject Property

and inure to the benefit of Developer, the Association, Owners, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording this Declaration amongst the Public Records, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99)-year term or any such ten (10)-year extension there is recorded amongst the Public Records an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99)-year term or the ten (10)-year extension during which such instrument was recorded.

12.12. Rights of Mortgagees

12.12.1. Right to Inspect Books, Records and Financial Statements

The Association shall make available for inspection and/or photocopying within ten (10) business days of written request therefor, during normal business hours or under reasonable circumstances, the Sandpiper Landing Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subject Property. Any photocopies requested shall be made available for the costs of copying. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Dwelling Unit upon written request to the Association.

12.12.2. Rights of Listed Mortgagee

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and/or Dwelling Unit and the legal description of such Lot and/or Dwelling Unit, the Association shall provide such Listed Mortgagee with timely written notice of the following:

12.12.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

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

12.12.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot and/or Dwelling Unit; and

12.12.2.4. Any failure by an Owner owning a Lot and/or Dwelling Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Sandpiper Landing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

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12.12.3. Right of Listed Mortgagee to Receive Financial Statement

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

12.13. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of the Owners of three-fourths (3/4) of all Lots (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

12.13.1. the collection of Assessments; or

12.13.2. the collection of other charges which Owners are obligated to pay pursuant to the Sandpiper Landing Documents; or

12.13.3. the enforcement of the use and occupancy restrictions contained in the Sandpiper Landing Documents; or

12.13.4. in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or

12.13.5. filing a compulsory counterclaim.

12.14. Sales, Leases and Conveyances

In order to assure a community of congenial and responsible residents and thus protect the value of the Dwelling Units, the sale, leasing and other transfer of Dwelling Units shall be subject to the following provisions:

12.14.1. Sale

An Owner may sell or transfer his Dwelling Unit without approval of the Association, however, the Owner shall provide to the Association, as soon as practical, after the transaction has taken place, written notice to the Association providing the name and address of the new Owner together with a copy of the recorded deed of conveyance.

12.14.2. Leases

Each lease entered into by an Owner, a copy of which shall be provided to the Association, shall provide, and if it does not provide it shall be deemed to provide, that: (i) the lessee thereunder shall be subject to all the Sandpiper Landing Documents and shall abide by and be obligated to maintain the Lot and Dwelling Unit to the same extent as the lessor and that failure to abide by the foregoing shall be deemed a material default under the terms of the lease; and (ii) the Association shall have the right to enforce the terms of the lease as the agent of lessor.

Notwithstanding the foregoing, an Owner who leases his Lot and/or Dwelling Unit shall remain liable for all the obligations set forth in the Sandpiper Landing Documents. The provisions of this Paragraph 12.15 shall not be applicable to the lessees of Developer.

12.14.3. Acquisition by Gift, Devise or Inheritance

Any person who has obtained title to a Dwelling Unit by gift, devise or inheritance or by other method not heretofore considered shall give to the Association, as soon as practical, after the transaction has taken place, written notice of the fact of obtaining title to such Dwelling Unit, the name and address of such person who has obtained title to by such method together with a certified copy of the instrument by which title to the Dwelling Unit was obtained.

12.15. Compliance with Provisions

Each Owner, by acceptance of a deed or other instrument of conveyance for any portion of the Subject Property, agrees to be bound by and to comply with the provisions of this Declaration.

IN WITNESS WHEREOF, this Declaration has been signed by Developer and joined in by the Association on the respective dates set forth below.

WITNESSES:

ORIOLE HOMES CORP.

Michael L. Anderson
Print name: Michael L. Anderson
Sue Kapreilian
Print name: Sue KAPREILIAN

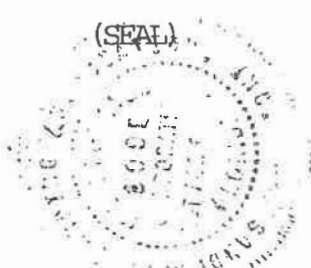
By: Mark A. Levy
Print name: Mark A. Levy
Title: President



SANDPIPER LANDING ASSOCIATION, INC.

Michael L. Anderson
Print name: Michael L. Anderson
Sue Kapreilian
Print name: Sue KAPREILIAN

By: Merle D'Addario
Print name: Merle D' Addario
Title: President



PREPARED BY:

MARK F. GRANT, ESQ.
RUDEN, MCCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.
200 EAST BROWARD BLVD.
FT LAUDERDALE, FL 33302

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mark A. Levy, the President of ORIOLE HOMES CORP., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of JULY, 1996.

Jeannette Calderone
Notary Public
State of Florida at Large



Typed, printed or stamped name
of Notary

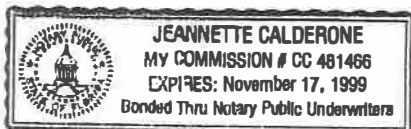
My Commission Expires:

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Merle D'Addario, the President of SANDPIPER LANDING ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of JULY, 1996.

Jeannette Calderone
Notary Public
State of Florida at Large



Typed, printed or stamped name
of Notary

My Commission Expires:

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SCHEDULE OF EXHIBITS

- EXHIBIT A Legal Description of Subject Property
- EXHIBIT B Articles of Incorporation of Sandpiper Landing Association, Inc.
- EXHIBIT C Bylaws of Sandpiper Landing Association, Inc.
- EXHIBIT D Site Plan of Sandpiper Landing at Regency Lakes

BK25322PG0609

EXHIBIT "A"
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.

BK 25322PG0610

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SANDPIPER LANDING ASSOCIATION, INC., a Florida corporation, filed on June 14, 1995, as shown by the records of this office.

The document number of this corporation is N95000002883.

BK25322PG0611

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Nineteenth day of June, 1995



CR2EO22 (2-95)

Sandra B. Northam
Secretary of State

EXHIBIT "B"

EVK 2/17

EXHIBIT "C"

BYLAWS

OF

SANDPIPER LANDING ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of Sandpiper Landing Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Article of Incorporation of the Association ("Articles") as well as in the Declaration of Protective Covenants, Restrictions and Easements for Sandpiper Landing at Regency Lakes ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting") . The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County or in Palm Beach County, Florida as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members or any Class Members, as the case may be, shall be held at any place within the County or in Palm Beach County, Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members or any Class Members, as the case may be, at any such special meeting. Unless specifically stated otherwise herein, the provisions to these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings

(collectively "Meeting") shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Developer and the number of Directors to be elected by the Members, if applicable. Notice of any special meeting shall include a description of the purpose for which the meeting is being called. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members or any Class Members, as the case may be, may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to Members or any Class Members, as the case may be, or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Sandpiper Landing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members or any Class Members, as the case may be, as to the matter or matters to be agreed or voted upon shall be binding on the Members or any Class Members, as the case may be, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the writer responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty (30%) percent of the total number of votes of the Members. A quorum of any Class Members shall consist of Class Members entitled to cast thirty (30%) percent of the total number of votes of the Class Members.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Sandpiper Landing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots and Proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members or Class Members, as the case may be, who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof; provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Developer-appointed Directors, Directors must be Members or the parents or children of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with Section 617.303(2), F.S.

4.5. Regular meetings of the Board may be held at such times and places in the County or in Palm Beach County, Florida as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County or in Broward County, Florida, at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named

for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the Members in accordance with Section 617.303(2), F.S.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board and all meetings of any Executive Committee of the Board shall be open to all Members.

4.13. Meetings of the Board shall be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law, i.e where the discussion at a meeting is governed by attorney-client privilege. If open, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of Directors; provided, however, whenever Assessments are to be considered, they may be

considered only at a meeting of the Directors properly noticed in accordance with Section 617.303(2), F.S.

Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Sandpiper Landing Documents, as well as all of the powers and duties of a director of a corporation not for profit.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Ten Dollars (\$10.00) by the Association for such late Assessment. Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following initial schedule of fees for such circumstances:

- (a) One Hundred Dollars (\$100) for a Claim of Lien plus recording costs of \$6.00 and sending of Notice of Intention to Foreclose;
- (b) Fifty Dollars (\$50) for any subsequent Claims of Lien plus recording costs;
- (c) Fifty Dollars (\$50) for a Satisfaction of Lien plus recording costs; and
- (d) Any further action would require an hourly computation of attorney and/or paralegal time spent pursuing collection of such unpaid Assessments.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they

shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Sandpiper Landing.

Section 8. Resignations

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The conveyance of all Lots or Dwelling Units owned by any Director or officer (other than appointees of Developer or officers who were not Members) shall constitute a written resignation of such Director or officer.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as 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. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Sandpiper Landing which shall designate the name and address of the Lot Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due; (iii) all tax returns, financial statements and financial reports of the Association, and (iv) any other records that identify, measure, record or communicate financial information.

9.2. Subsequent to the Guarantee Period(s) or in the absence of any Guaranteed Assessments as described in the Declaration, the Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses

for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of October or November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held: (i) within thirty (30) days of the expiration of the Guarantee Period for purposes of adopting a Budget for the remainder of the calendar year during which the Guarantee Period expires; or (ii) prior to the completion of the first Dwelling Unit in the event there is no Guaranteed Assessment. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, and each Lot Owner shall be given notice of the Individual Lot Assessment applicable to his Lot(s). The copy of the Budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly or monthly (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

8.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

8.5. 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 carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

8.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

8.7. A report of the accounts of the Association shall be made annually by an auditor, accountant or certified public accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

Section 9. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Sandpiper Landing; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Sandpiper Landing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Sandpiper Landing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 11. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 12. Amendment of the Bylaws

12.1. These Bylaws may be amended as hereinafter set forth in this Section 12.

12.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

12.3. Notwithstanding any of the foregoing provisions of this Section 12 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

12.4. Notwithstanding the foregoing provisions of this Section 12, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Developer, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; or (ii) any Institutional Mortgage without the prior written consent of such Institutional Mortgagee.

12.5. 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 attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

SANDPIPER LANDING ASSOCIATION, INC.

BY 

Attest: 

(SEAL)

BK 25322PG0633

EXHIBIT "D"

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.



PREPARED BY:
CAULFIELD & WHEELER, INC.
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL SURVEYORS
CENTRAL OFFICE: 2511

CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Poinsett Park Road - Suite 100A
West Palm Beach, Florida 33411 (407) - 282-1901

**REGENCY LAKES
PODS A, B, & D
SANDPIPER LANDINGS
SITE PLAN**

10-24-94
DATE: 10-24-94
SCALE: 1" = 60'
PROJECT NO.: 2511

REVISIONS
NO. DATE BY
1 10-24-94 J.W.C.
2 11-15-94 J.W.C.
3 12-15-94 J.W.C.
4 01-15-95 J.W.C.

2511

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 Incorporation of SANDPIPER LANDING ASSOCIATION, INC., a Florida corporation, filed on June 14, 1995, as shown by the records of this office.

The document number of this corporation is N95000002883.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of June, 1995



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

FILED
5 JUN 14 PM 12:42
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF
SANDPIPER LANDING ASSOCIATION, INC.
(a Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these articles of Incorporation, certifies as follows

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" mean these Articles of Incorporation and any amendments hereto.
2. "Association" means Sandpiper Landing Association, Inc., a Florida corporation not for profit.
3. "Association Expenses" means the expenses for which Owners are liable to the Association as described in the Sandpiper Landing Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties under the Sandpiper Landing Documents.
4. "Association Property" means the property more particularly described in paragraph 3.2 of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" mean the bylaws of the Association and any amendments thereto.
7. "Corporation" means Regency Lakes Community Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having as its members the Owners and Dwelling Unit Owners in other neighborhoods in RLC.
8. "County" means Broward County, Florida.
9. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Sandpiper Landing at Regency Lakes, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
10. "Developer" means Oriole Homes Corp., a Florida corporation, its successors and assigns; provided, however, that a purchaser of a Lot shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such by Developer.
11. "Director" means a member of the Board.
12. "Dwelling Unit" means a residential dwelling unit in Sandpiper Landing intended as an abode for one family constructed on the Subject Property.
13. "Lot" means a portion of the Subject Property as shown on the Site Plan attached to the Declaration as Exhibit D, upon which a Dwelling unit is permitted to be erected.

14. "Master Declaration" means the Declaration and General Protective Covenants for Regency Lakes Community, which is intended to be or has been recorded amongst the Public Records.

15. "Member" means a member of the Association.

16. "Operating Expenses" mean the expenses for which Owners are liable to the Corporation as described in the Sandpiper Landing Documents and include, but are not limited to, the costs and expenses incurred by the Corporation in administering, operating, reconstructing, maintaining, repairing and replacing the Corporation Common Area (as defined in the Master Declaration), the use of which is shared by all owners in RLC as set forth in the Master Declaration.

17. "Owner" means the owner(s) of the fee simple title to the Lot and includes Developer for so long as it is the owner of the fee simple to the Lot.

18. "Regency Lakes Community" or "RLC" means the name given to the planned community being developed by Regency Lakes, a joint venture ("Master Developer") in the County in accordance with the "General Plan for Development" described in Article II of the Master Declaration.

19. "Sandpiper Landing" means Sandpiper Landing at Regency Lakes, the planned residential community planned for development upon the "Subject Property" (as defined in the Declaration) committed to land use under the Declaration which is intended to be comprised of, including, but not limited to, one hundred forty-five (145) zero lot line Lots, Association Property and Corporation Property located within the Subject Property.

20. "Sandpiper Landing Documents" mean in the aggregate the Declaration, the Site Plan attached to the Declaration, these articles, the Bylaws, the Master Declaration, the Articles of Incorporation and Bylaws of the Corporation and all of the instruments and documents referred to or incorporated therein including, but not limited to, amendments to any of the foregoing, as applicable.

ARTICLE II NAME

The name of this corporation shall be SANDPIPER LANDING ASSOCIATION, INC., a Florida corporation not for profit, whose present address is 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445

ARTICLE III PURPOSES

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in the Sandpiper Landing Documents and to carry out the covenants and enforce the provisions of the Sandpiper Landing Documents.

ARTICLE IV POWERS

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

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

B. The Association shall have all of the powers to be granted to the Association in the Sandpiper Landing Documents.

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

1. To perform any act required or contemplated by it under the Sandpiper Landing Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing Sandpiper Landing and the use of the Association Property.

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and costs of collection, including the operational expenses for the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate Sandpiper Landing and to maintain, repair, replace and operate the Association Property in accordance with the Sandpiper Landing Documents.

5. To enforce by legal means the obligations of the Members of the provisions of the Sandpiper Landing Documents.

6. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Sandpiper Landing in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Sandpiper Landing.

9. To perform the functions and discharge the duties incumbent upon the Association pursuant to the Master Declaration, including, but not limited to delegating the President of the Association to be the representative for the Association entitled to act on behalf of the Association at the meetings of the Corporation.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Sandpiper Landing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Sandpiper Landing Documents;

(d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to member(s); or

(e) filing a compulsory counterclaim.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the incorporator of these Articles ("Incorporator"). The Incorporator shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, membership of the Incorporator in the Association shall be automatically terminated and thereupon Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Developer, as to Lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

C. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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

1. "Class A Members" shall be all members, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of seventy-five percent (75%) of the "Total Developed Lots" (as defined in Paragraph X.C hereof) by Developer as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) Five (5) years following the conveyance of the first Lot;
or

(iii) At such time as Developer shall designate in writing to the Association.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and, nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Sandpiper Landing Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for Developer-owned Lots as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered.

I. A quorum shall consist of persons entitled to cast at least one-third (1/3) of the total number of votes of the Members.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator of these Articles is:

MERLE D'ADDARIO
1690 South Congress Avenue, Suite 200
Delray Beach, Florida 33445

ARTICLE VIII

OFFICERS

The affairs of the Association shall be managed by the president of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Merle D'Addario
Vice President	-	JoAnn Levy
Secretary/Treasurer	-	Elliot Davis

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of directors elected by the Members subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Developer-appointed Directors, Directors must be Members or the parents, children or spouse of Members. There shall be any one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Merle D'Addario	1690 South Congress Avenue, Suite 200 Delray Beach, Florida 33445
JoAnn Levy	1690 South Congress Avenue, Suite 200 Delray Beach, Florida 33445
Elliot Davis	1690 South Congress Avenue, Suite 200 Delray Beach, Florida 33445

Developer reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Developer intends that Sandpiper Landing, when ultimately developed, shall contain an aggregate of one hundred forty-five (145) Lots with a Dwelling Unit erected upon each Lot ("Developed Lots"). Notwithstanding such intention Developer is not obligated to develop Sandpiper Landing with one hundred forty-five (145) Developed Lots, and therefore, may develop less than one hundred forty-five (145) Developed Lots in Sandpiper Landing or more than one hundred forty-five (145) Developed Lots in Sandpiper Landing, so long as same complies with all applicable laws and ordinances. For purposes hereof, the term "Total Developed Lots" shall mean the total number of Developed Lots which Developer intends to develop in Sandpiper Landing when ultimately developed.

D. Upon the Turnover Date, the Members other than the Developer ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors, and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Developer's Resignation Event or until he is removed in the manner hereinafter provided.

A Director (other than a Developer-appointed Director), may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Owners.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer holds title to, a leasehold interest in or a mortgage on any Lot; or
2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event the Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and
2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have

against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the forgoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association, and in the event a director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the conveyance by Developer of a Lot to an Owner, these Articles may be amended only to an instrument in writing signed by the incorporator of these articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the conveyance by Developer of a Lot to an Owner and until the Turnover Date these Articles may be amended by Developer without the consent of any Purchaser Members; thereafter these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members; Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendments shall be adopted upon receiving the affirmative vote of the Members entitled to cast a majority of the votes of the Members.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee; (iii) South Florida Water Management District without the prior written consent thereto by the South Florida Water Management District.

E. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Developer hereunder including, but not limited to, Developer's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Developer.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

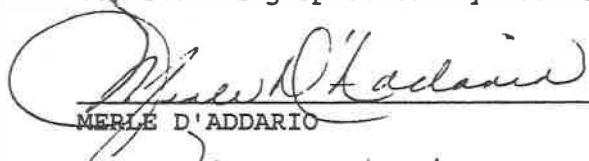
ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445, and the initial registered agent of the Association at that address shall be Merle D'Addario.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature this 26 day of MAY, 1995.


MERLE D'ADDARIO

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act, including specifically Section 607.325.


MERLE D'ADDARIO
Dated: MAY 26 / 1995

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by MERLE D'ADDARIO, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of June, 1995.

Theresa Cooke
Notary Public

THERESA COOKE
Typed, printed or stamped name of Notary Public

My Commission Expires:



FILED
95 JUN 14 PM 12:42
SECRETARY OF STATE
TALLAHASSEE FLORIDA

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 8, 1996, to Articles of Incorporation for SANDPIPER LANDING ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N95000002883.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twelfth day of February, 1996



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Morham".

Sandra B. Morham
Secretary of State

CERTIFICATE OF FIRST AMENDMENT TO
ARTICLES OF INCORPORATION OF
SANDPIPER LANDING ASSOCIATION, INC.

(A Florida corporation not for profit)
Pursuant to Section 617.1002 of the Florida Not For
Profit Corporation Act

96 FEB -8 AM 10:43
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, Mark Levy, as President of ORIOLE HOMES CORP., a Florida corporation, defined as "Developer" in the Articles of Incorporation of SANDPIPER LANDING ASSOCIATION, INC., a Florida corporation not for profit ("Association"), do hereby certify as follows:

1. The Association was originally incorporated on June 14, 1995, Charter Number N95000002883, under Chapter 617 of the laws of the State of Florida;

2. Developer wishes to amend the Articles in accordance with the requirements of Article XIII of the Articles; and

3. As Developer has not conveyed a "Lot" to an "Owner" as of the date hereof (as such terms are defined in the Articles), the Articles may be amended only by an instrument signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

NOW, THEREFORE, the Articles are hereby amended as follows:

1. Article V.D.2.(i) is hereby deleted in its entirety and the following is substituted in lieu thereof:

Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Paragraph X.C. herein) by Developer, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. The last sentence of the first paragraph of Article V.H. is hereby deleted in its entirety.

3. The last sentence of Article V.H.3. is hereby deleted in its entirety.

4. Article X.H.1. is hereby deleted in its entirety and the following is substituted in lieu thereof:

When Developer no longer hold at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots.

5. The last sentence of Article XIII.F. is hereby deleted in its entirety and the following is substituted in lieu thereof:

A certified copy of each such amendment shall be attached to any certified copy of these Articles.

BYLAWS

OF

SANDPIPER LANDING ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of Sandpiper Landing Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 1690 South Congress Avenue, Suite 200, Delray Beach, Florida 33445 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Article of Incorporation of the Association ("Articles") as well as in the Declaration of Protective Covenants, Restrictions and Easements for Sandpiper Landing at Regency Lakes ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting") . The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County or in Palm Beach County, Florida as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members or any Class Members, as the case may be, shall be held at any place within the County or in Palm Beach County, Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members or any Class Members, as the case may be, at any such special meeting. Unless specifically stated otherwise herein, the provisions to these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings

(collectively "Meeting") shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Developer and the number of Directors to be elected by the Members, if applicable. Notice of any special meeting shall include a description of the purpose for which the meeting is being called. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members or any Class Members, as the case may be, may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to Members or any Class Members, as the case may be, or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Sandpiper Landing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members or any Class Members, as the case may be, as to the matter or matters to be agreed or voted upon shall be binding on the Members or any Class Members, as the case may be, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty (30%) percent of the total number of votes of the Members. A quorum of any Class Members shall consist of Class Members entitled to cast thirty (30%) percent of the total number of votes of the Class Members.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Sandpiper Landing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots and Proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members or Class Members, as the case may be, who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof; provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Developer-appointed Directors, Directors must be Members or the parents or children of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with Section 617.303(2), F.S.

4.5. Regular meetings of the Board may be held at such times and places in the County or in Palm Beach County, Florida as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County or in Broward County, Florida, at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named

for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the Members in accordance with Section 617.303(2), F.S.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board and all meetings of any Executive Committee of the Board shall be open to all Members.

4.13. Meetings of the Board shall be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law, i.e where the discussion at a meeting is governed by attorney-client privilege. If open, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of Directors; provided, however, whenever Assessments are to be considered, they may be

considered only at a meeting of the Directors properly noticed in accordance with Section 617.303(2), F.S.

Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Sandpiper Landing Documents, as well as all of the powers and duties of a director of a corporation not for profit.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Ten Dollars (\$10.00) by the Association for such late Assessment. Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Board has authorized the following initial schedule of fees for such circumstances:

(a) One Hundred Dollars (\$100) for a Claim of Lien plus recording costs of \$6.00 and sending of Notice of Intention to Foreclose;

(b) Fifty Dollars (\$50) for any subsequent Claims of Lien plus recording costs;

(c) Fifty Dollars (\$50) for a Satisfaction of Lien plus recording costs; and

(d) Any further action would require an hourly computation of attorney and/or paralegal time spent pursuing collection of such unpaid Assessments.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they

shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Sandpiper Landing.

Section 8. Resignations

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The conveyance of all Lots or Dwelling Units owned by any Director or officer (other than appointees of Developer or officers who were not Members) shall constitute a written resignation of such Director or officer.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as 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. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Sandpiper Landing which shall designate the name and address of the Lot Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due; (iii) all tax returns, financial statements and financial reports of the Association, and (iv) any other records that identify, measure, record or communicate financial information.

9.2. Subsequent to the Guarantee Period(s) or in the absence of any Guaranteed Assessments as described in the Declaration, the Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses

for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of October or November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held: (i) within thirty (30) days of the expiration of the Guarantee Period for purposes of adopting a Budget for the remainder of the calendar year during which the Guarantee Period expires; or (ii) prior to the completion of the first Dwelling Unit in the event there is no Guaranteed Assessment. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, and each Lot Owner shall be given notice of the Individual Lot Assessment applicable to his Lot(s). The copy of the Budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Lot Owner shown on the records of the Association at his last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly or monthly (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

8.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

8.5. 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 carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

8.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

8.7. A report of the accounts of the Association shall be made annually by an auditor, accountant or certified public accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

Section 9. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Sandpiper Landing; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Sandpiper Landing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Sandpiper Landing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 11. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 12. Amendment of the Bylaws

12.1. These Bylaws may be amended as hereinafter set forth in this Section 12.

12.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

12.3. Notwithstanding any of the foregoing provisions of this Section 12 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

12.4. Notwithstanding the foregoing provisions of this Section 12, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) Developer, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

12.5. 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 attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

SANDPIPER LANDING ASSOCIATION, INC.

By:  _____

Attest:  _____

(SEAL)

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**Certificate of Amendment to the
Declaration of Protective Covenants,
Restrictions and Easement for
Sandpiper Landing at Regency Lakes**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Protective Covenants, Restrictions and Easement for Sandpiper Landing at Regency Lakes ("Declaration"), as described in Official Records Book 25322 at Page 0572 of the Public Records of Broward County, Florida was/were duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of May, 2008, at Coconut Creek (City), Broward County, Florida.

By: [Signature]

Print: GARY BLUM

Attest: [Signature]

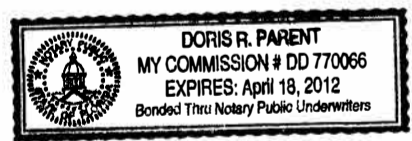
Print: MARVIN BAUM

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 14 day of May, 2008, by Gary Blum as President and Marvin Baum as Secretary of Sandpiper Landing at Regency Lakes Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign [Signature]



**AMENDMENTS TO THE
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SANDPIPER LANDING AT REGENCY LAKES**

(additions indicated by underlining, deletions by “—” and
unaffected language by “. . .”)

Amendment to Article 12, Section 12.3 of the Declaration of Protective Covenants, Restrictions and Easements extending the Association's right to recover legal fees and costs on appeal and regardless of whether a lawsuit has been filed in enforcement and compliance matters, as follows:

12. GENERAL PROVISIONS

* * *

12.3 Enforcement

The covenants and restrictions herein contained may be enforced by the Developer ~~(so long as the Developer holds an equitable or legal interest in any Lot and/or Dwelling Unit)~~, the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. Regardless of whether or not a lawsuit or other legal proceedings, such as mediation or arbitration, are instituted by the Association, the Association shall also be entitled to recovery of its attorneys fees and costs incurred arising from a dispute with an Owner concerning enforcement of any covenant, restriction or provision herein, and such attorneys fees and costs may be assessed against the Owner and collectable as all other assessments as provided elsewhere herein.

* * *

Prepared by:
JONATHON S. MILLER, ESQ.
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SANDPIPER LANDING AT REGENCY LAKES**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Protective Covenants, Restrictions and Easements for Sandpiper Landing at Regency Lakes ("Declaration"), as described in Official Records 25322, Page 571 of the Public Records of Broward County, Florida, as amended from time to time, were duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this ___ day of December, 2007, at Coconut Creek, Broward County, Florida.

By: Gary Baum
Vice, President

Attest: Mervin Bauman
Secretary

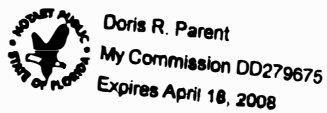
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of December, 2007, by Gary Baum as President and Mervin Bauman as Secretary of Sandpiper Landing Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Doris R Parent
print DORIS R PARENT
State of Florida at Large

My Commission Expires:



**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SANDPIPER LANDING AT REGENCY LAKES**

(additions indicated by underlining, deletions by “—” and
unaffected language by “. . .”)

12. GENERAL PROVISIONS

12.9 Amendment and Modification

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

. . .

12.9.2. After the Turnover Date, this Declaration may be amended by: (i) the consent of ~~two-thirds (2/3)~~ a majority of all Owner present at a meeting at which a quorum is attained, together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of ~~two-thirds (2/3)~~ a majority of a quorum of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

. . .

Sandpiper Landings

Rules and Regulations

The Rules and Regulations of Sandpiper Landings Community Association apply to all areas contained within Sandpiper Landings Community, are in addition to, and not in lieu of any rules and regulations adopted by the Regency Lakes Community Association (the Master).

BASKETBALL HOOPS

Basketball hoops are to be used in driveways only. When not in use, they must be stored alongside the garage.

CHILDREN

Our community is provided with ample sidewalks as well as pedestrian crosswalks. Parents should be mindful that the primary purpose of our streets is for vehicles to enter and leave our community. The streets are not for children walking or playing games in or on the blacktop. Please do not place recreational equipment in the streets.

DRIVEWAYS / WALKWAYS

No painting of driveways or walkways. Pavers are to be free of grass, weeds and be kept clean.

EXTERIOR OF THE HOUSE.

Roofs are to be kept clean.

Roof fascia boards on the house to be kept clean.

Rain gutters are to be maintained in proper working order.

Walls to be kept clean.

House to be painted an approved color with paint touch-ups when necessary.

GARBAGE/TRASH & RECYCLE BINS

Garbage/Trash bins and Recycle bins must be stored inside the garage. Placement outside, alongside the street, is after 4PM on the day before collection and must be removed by 9PM on the day of collection.

Bulk items may be placed outside after 4PM on the day before collection. Any item not collected by the bulk service provider must be removed by 9PM on the day of collection.

INSURANCE ON THE UNIT

Each Owner shall be required to obtain and maintain adequate insurance for his or her Dwelling Unit. Upon the request of the Association, each Owner shall be required to supply the Board with a copy of the insurance policy / coverage on the home.

Flood Insurance is not a requirement of the Association. It is an option that each owner chooses.

LANDSCAPING

Any landscaping changes must be approved by the board. Please complete a ACC form.

No bare ground areas in the plant beds. Must have mulch or ground cover plants.

Re-sod lawn as needed.

Landscape must be properly watered.

Water hoses need to be put away.

Trees must be trimmed of dead branches and fronds.

Landscape border rocks need to be kept free of mold/mildew and kept in a neat and orderly condition.

A/C equipment needs to be screened from front viewing.

Pool equipment needs to be screened from front viewing.

Fences need to be kept in good repair.

No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of the home.

Sandpiper Landings

Rules and Regulations

LEASING / RENTAL UNITS

No home may be rented/ leased for less than one (1) year. All prospective tenants must have prior approval from the Regency Lakes Association. It is the responsibility of the owner to insure lease renewals are filed with Regency Lakes Property Manager.

OCCUPANCY RESTRICTIONS

There is an Occupancy Restriction of Not more than two (2) persons per bedroom. I.E. a three (3) bedroom homes = 6 persons.

SECURITY SYSTEMS

To preserve the tranquility and peacefulness for all the Owners, all electronic monitoring or alarm systems which have audible siren, horn, bell, klaxon or other noise making device on the exterior must be approved by the ASSOCIATION.

STORAGE UNITS

No storage units or any device / type of storage may be placed in the front of any home .ie. garden hose carrier, dock box.

STORM SHUTTERS

Storm Shutters are not permitted to be put up prior to the issuance of a hurricane warning. The shutters must be removed within ten (7) days after the storm passes or when threatening weather conditions are no longer affecting the area. Any permanently attached shutter system must be in accordance with the color scheme of the home and have received Association ACC approval.

Retractable Awnings are allowed in the rear of your property after obtaining Association ACC approval and the color matches the home or trim.

VIOLATIONS

A Warning letter will be sent to the owner about any Violation of the Rules. An infraction of the Association Rules and Regulations will result in a fine of twenty-five (25) dollars per day per violation, until the matter is rectified.

All homeowners and residents are required to abide by these rules and those contained in the "Declaration of Covenants for Sandpiper Landings Community Association", the "Declaration of Covenants for Regency Lakes Community Association", the Code of Ordinances for the City of Coconut Creek, the Code of Ordinances for the County of Broward and the Florida State Statutes.

I have read and understand all of the rules and regulations of Sandpiper Landings and that by not abiding by these rules I could be subject to a fine and in the case of a tenant, eviction or non-renewal of the lease.

Address: _____ Lot #: _____

Print Name: _____

Signature: _____ Date: _____