

DECLARATION OF RESTRICTIONS

FOR

SWAN'S LANDING AT REGENCY LAKES

This Declaration, made this 31 day of January, 1996, by REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership, d/b/a REGENCY LAKES, a Florida joint venture, u/a/d December 31, 1993.

W I T N E S S E T H :

WHEREAS, REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership (collectively referred to herein as the "SUBDIVIDER"), are the record owners of the real property hereinafter described; and

WHEREAS, the SUBDIVIDER desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, the SUBDIVIDER declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

The real property, which is subject to this Declaration of Restrictions, is referred to herein as the "Property" and is more particularly described as follows:

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 Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N 00° 56' 45" W along the west line thereof, a distance of 696.62 feet; thence N 89° 03' 15" E, a distance of 2216.77 feet to the POINT OF BEGINNING; thence S 10° 49' 36" E, a distance of 98.01 feet; thence S 21° 28' 18" E, a distance of 105.79 feet; thence S 85° 10' 59" E, a distance of 22.56 feet; thence S 27° 36' 15" E, a distance of 253.85 feet; thence S 31°

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50' 19" E, a distance of 146.51 feet; thence S 00° 24' 54" E along a boundary line of said Parcel "A", a distance of 423.61 feet; thence N 89° 35' 06" E, a distance of 275.00 feet; thence N 00° 24' 54" W, a distance of 280.00 feet; thence N 01° 42' 50" E, a distance of 75.05 feet; thence N 00° 24' 54" W, a distance of 65.44 feet; thence N 38° 38' 46" W, a distance of 70.73 feet; thence N 07° 07' 16" W, a distance of 76.64 feet to a point on a curve; thence Easterly along the arc of a curve to the right whose chord bears N 79° 53' 24" E, having a radius of 25.00 feet, a central angle of 19° 25' 05", and arc distance of 8.48 feet to a point of tangency; thence N 89° 36' 21" E, a distance of 127.46 feet; thence S 06° 30' 42" E, a distance of 100.38 feet to a point of tangency; thence Southeasterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 56° 53' 34", and arc distance of 29.79 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 13° 43' 59", and an arc distance of 11.98 feet to a point of intersection with a boundary line of said Parcel "A"; thence N 89° 36' 21" E along said boundary line, a distance of 482.37 feet; thence N 00° 24' 54" W, a distance of 466.88 feet; thence N 12° 29' 55" W, a distance of 66.29 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 77° 53' 44", an arc distance of 237.92 feet to a point of tangency; thence S 89° 36' 21" W, a distance of 254.88 feet to a point of curvature; thence Southerly and Easterly along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 256° 52' 12", and an arc distance of 567.75 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right having a radius of 100.00 feet, a central angel of 36° 52' 12", and an arc distance of 64.35 feet to a point of tangency; thence N 89° 36' 21" E, a distance of 29.91 feet; thence S 00° 24' 54" E, a distance of 140.00 feet; thence S 89° 36' 21" W, a distance of 270.03 feet; thence S 00° 24' 54" E, a distance of 100.08 feet; thence S 89° 38' 07" W, a distance of 144.85 feet; thence N 00°

5. "MASTER DECLARATION" shall mean and refer to the Declaration and General Protective Covenants for Regency Lakes Community, recorded in Official Records Book 23288 at Page 955 of the Public Records of Broward County, Florida, and any amendments and Supplements thereto.

6. "OWNER" shall mean and refer to every person, or entity, who are the record owners of a fee interest in any Lot or portion thereof in the SUBDIVISION, and their heirs, legal representatives, successors or assigns.

7. "SUBDIVIDER" shall mean and refer to Regency Development II, Inc., a Florida corporation, and Oriole Joint Venture Limited, a Florida limited partnership, d/b/a REGENCY LAKES, a Florida Joint Venture, presently having its principal place of business in Coral Springs, Florida, and/or its successors or assigns as to any or all of its rights, title and interest under this Declaration.

8. "SUBDIVISION" shall mean and refer to SWAN'S LANDING AT REGENCY LAKES, according to the Site Plan thereof, as described above and shown on Exhibit "A", attached hereto.

ARTICLE II GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The Lots herein described may be used for single-family dwellings and for no other purposes. No business buildings may be erected on said Lots and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, the SUBDIVIDER may utilize one or more Lots for a sales office or models or model home parking for so long as the SUBDIVIDER, its successors or assigns shall own any Lot in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize Lots for a sales office or models or model home parking so long as said persons or entities own any Lot in the SUBDIVISION.

2. SETBACK LINES AND BUILDING HEIGHT.

a. Unless otherwise provided for herein, each single-family dwelling erected or constructed on any Lot in the SUBDIVISION shall have a minimum side setback of seven and one-half feet (7.5'), a minimum front setback of twenty-five feet (25'), and a minimum rear setback of fifteen feet (15').

b. Where two or more Lots are acquired and used as a single building site under a single OWNER, the side Lot lines shall refer only to the lines bordering on adjoining property.

b. No exterior colors on any building or structure on any Lot shall be permitted, which, in the sole judgment of SUBDIVIDER or ASSOCIATION, would be inharmonious or incongruous for the SUBDIVISION. Any future exterior color changes desired by an OWNER must be first approved, pursuant to the MASTER DECLARATION, and by SUBDIVIDER or ASSOCIATION, in writing.

c. No structure of any kind, which is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected in the SUBDIVISION without written approval pursuant to the MASTER DECLARATION and the written permission of SUBDIVIDER or ASSOCIATION. OWNER must submit to SUBDIVIDER or ASSOCIATION full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by SUBDIVIDER or ASSOCIATION, neither SUBDIVIDER nor ASSOCIATION shall assume any liability for any loss that might be sustained by OWNER.

d. The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs on the Lot. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the MASTER ASSOCIATION and the SUBDIVIDER or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved pursuant to the MASTER DECLARATION and by SUBDIVIDER or ASSOCIATION.

e. The location, style and type of mailbox used by OWNERS must be approved pursuant to the MASTER DECLARATION and by SUBDIVIDER or ASSOCIATION prior to installation. All mailboxes must be maintained in good condition as determined by SUBDIVIDER or ASSOCIATION.

f. In the event any person or entity fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the MASTER ASSOCIATION, and SUBDIVIDER or ASSOCIATION shall have the right to obtain a mandatory injunction to raze, remove or tear down any unapproved structures, or a prohibitory injunction to prevent any unapproved structure from being built, and the MASTER ASSOCIATION, SUBDIVIDER or ASSOCIATION will also be entitled to attorneys' fees and court costs in obtaining such injunctions or other equity relief against any person or entity, who is in violation of these restrictions. Refusal of approval of plans and specifications, location and plot plan, by the SUBDIVIDER or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER or ASSOCIATION.

b. The MASTER ASSOCIATION shall maintain that fencing adjacent to the rear Lot boundary lines of numbered Lots 40, 41, 42 and 43, as same are designated on the Site Plan (Exhibit "A" to this Declaration). In addition, the MASTER ASSOCIATION shall maintain that fencing from the fifty foot (50') Private Roadway, Drainage and Utility Tract south to the twenty-five foot (25') Planned Unit Development (P.U.D.) Easement adjacent to Preservation Parcel 4 and Landscape Tract 2 along numbered Lots 60 and 61, as all are designated on the Site Plan (Exhibit "A" to this Declaration).

7. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless approved pursuant to the MASTER DECLARATION and in writing by SUBDIVIDER or ASSOCIATION. The SUBDIVIDER may, upon approval of the MASTER ASSOCIATION and upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, and temporary location on the property must be first approved by SUBDIVIDER in writing. Any signs to be used in conjunction with such temporary construction facility must also be approved by the MASTER ASSOCIATION and the SUBDIVIDER in writing.

8. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

a. All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, swimming pool equipment, pumps and housings, must be underground or placed in fenced or walled-in areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping shall be installed and maintained by the OWNER and adequate shielding must be installed as required by the MASTER DECLARATION and SUBDIVIDER or ASSOCIATION.

b. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Wall air-conditioning units shall be permitted only after prior written approval pursuant to the MASTER DECLARATION and by SUBDIVIDER or ASSOCIATION. Window air-conditioning units shall not be permitted.

c. If any air conditioning units are approved pursuant to the MASTER DECLARATION and by the SUBDIVIDER or ASSOCIATION, said approval shall provide specific shielding requirements for such air conditioning units, and such approval shall be binding on all persons so long as same is maintained in the condition as approved by the MASTER ASSOCIATION and SUBDIVIDER or ASSOCIATION."

9. SIGNS. No signs shall be erected or displayed on any Lot or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved pursuant to the MASTER DECLARATION and in writing by SUBDIVIDER or

d. Upon the failure of an OWNER to maintain the OWNER'S Lot, buildings, structures, improvements, appurtenances and landscaping to the satisfaction of the SUBDIVIDER or ASSOCIATION and upon the OWNER'S failure to make required corrections within ten (10) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the affected premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the defaulting OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost of such corrective measures, as determined by the SUBDIVIDER or ASSOCIATION.

e. If any OWNER fails to make payment within thirty (30) days after being notified to do so by the SUBDIVIDER or ASSOCIATION, then the requested payment shall be a lien against such OWNER'S Lot. The lien herein granted shall be effective from and after the date of its recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the Lot encumbered thereby, the name of the record OWNER, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

11. MAINTENANCE ASSESSMENTS. In order to maintain the salutary standards of the SUBDIVISION, and in order to maintain the roads, street lights, signs, entry monument, recreational areas, COMMON AREAS, and landscape areas and such other services as may be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, each Lot in the SUBDIVISION is hereby subject to a quarterly assessment, commencing in the year 1995. Such quarterly assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land within the SUBDIVISION and shall be a continuing lien upon the Lot against which such assessment is made from, and after, the date of recording of said lien in the Public Records of Broward County, Florida. Said lien shall be subordinate to the lien of any mortgage filed by any institutional lender doing business in the State of Florida, prior to the recording of the lien of the ASSOCIATION and to any lien filed by the Regency Lakes Community Association, Inc. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the assessment fell due. Such assessments shall be payable quarterly on the first day of January, April, July and October each year in advance to the Swan's Landing Homeowners' Association, Inc., at the office of the ASSOCIATION, presently located at 2826 University Drive, Coral Springs, Florida 33065. Such quarterly assessment may be adjusted from year to year by the ASSOCIATION as the needs of the SUBDIVISION may, in the judgment of the ASSOCIATION, require. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein

c. In the event an institutional lender shall obtain title to a Lot by foreclosure of a mortgage or by voluntary conveyance, the mortgagee or purchaser at the foreclosure sale and/or purchaser from the mortgagee, their successors or assigns shall not be liable for the share of assessments pertaining to such Lot which became due prior to the foreclosure sale or voluntary conveyance of such Lot.

d. All regular and special assessments shall be at a uniform rate for each Lot in the SUBDIVISION, except that Lots owned by SUBDIVIDER shall not be subject to special assessments.

e. The quarterly assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in quarterly installments, unless otherwise determined by the ASSOCIATION.

f. Anything to the contrary herein notwithstanding, the SUBDIVIDER shall not be liable for any assessments imposed upon Lots for which they are the OWNER as long as the SUBDIVIDER pays all deficits in operation of the ASSOCIATION above the assessments collectible from other OWNERS. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be included, and the SUBDIVIDER shall not be liable for funding reserves for Lots it owns. SUBDIVIDER may at any time and from time to time be relieved of obligations to fund deficits by electing, for any assessment period or periods, to pay assessments imposed on Lots for which it is the owner, except no assessments shall be due from it for any Lot until a certificate of occupancy is issued therefor.

14. NO SUBDIVISION. None of the Lots in the SUBDIVISION shall be divided or sold except as a whole, without written approval pursuant to the MASTER DECLARATION and the approval of the SUBDIVIDER or ASSOCIATION.

15. 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 Property under this Declaration of Restrictions, and as shown on the attached site plan and the MASTER DECLARATION. SUBDIVIDER hereby reserves and grants the following perpetual easements over and across the SUBDIVISION as covenants running with the land for the benefit of the OWNERS, the ASSOCIATION and the SUBDIVIDER, as hereinafter specified, for the following purposes:

a. Easement to Enter Upon Lots: An easement or easements for ingress and egress in favor of the ASSOCIATION to

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same free from any structures, buildings, fences and debris which would interfere with or impede the purpose of such easements.

d. Water Distribution Easement: That certain unrecorded fifteen-foot (15') Utility Easement and that certain unrecorded twelve-foot (12') Utility Easement, [which is in addition to the non-exclusive Utility Easements granted pursuant to three (3) separate instruments recorded under Clerk's File No.s 95-331194, 95-331195 and 95-331196, in the Public Records of Broward County, Florida, prior to the recordation of this Declaration of Restrictions], as is graphically depicted on the Site Plan attached hereto and marked as Exhibit "A", is reserved and shall exist, in perpetuity, for the benefit of the SUBDIVIDER, the ASSOCIATION, the City of Coconut Creek or its authorized agents and the OWNERS of Lots in the SUBDIVISION, and it shall include the reasonable right of access for such persons, agencies, and equipment as may be necessary for installation, service, repair and maintenance of utility services through, over and under such easement.

e. Lake Maintenance Easements: Those certain unrecorded twenty-foot (20') Lake Maintenance Easements are reserved for the benefit of the SUBDIVIDER, the MASTER ASSOCIATION, the ASSOCIATION and the OWNERS of those Lots, which are adjacent to such Lake Maintenance Easements, including the reasonable right of access for such persons, or their agents and equipment, as may be necessary to maintain the grounds within such Easements between the OWNERS' Lots and the "Edge of Water", as same is graphically depicted on the Site Plan attached hereto and marked Exhibit "A".

f. Planned Unit Development (P.U.D.) Buffer Easements: The SUBDIVIDER hereby reserves and grants those certain twenty-five foot (25') Planned Unit Development (P.U.D.) Buffer Easements, which are graphically depicted on the Site Plan attached hereto and marked as Exhibit "A", for the benefit of the SUBDIVIDER, the MASTER ASSOCIATION, the ASSOCIATION and the OWNERS of the Lots, which abut said easements. It shall be the sole responsibility of the OWNERS of the Lots adjacent to the P.U.D. Buffer Easements to maintain all landscaping, including, but not limited to trees, plants and shrubs, located within the P.U.D. Buffer Easement adjacent to such OWNER'S respective Lot. Failure to properly maintain such landscaping will result in the ASSOCIATION doing so at OWNER'S expense. Further, no OWNER may build a structure or improvement of any kind whatsoever within the P.U.D. Buffer Easements. Any such structure or improvement built within the P.U.D. Buffer Easements will be removed by ASSOCIATION at the OWNER'S expense.

g. COMMON AREA Entrance Maintenance and Access Easement: An easement in perpetuity is granted to the MASTER ASSOCIATION to enter upon the Private Roadway Tracts within the Property for the purpose of maintaining those certain COMMON AREAS

liable or responsible for any violation of this Declaration of Restrictions by any person or entity other than themselves.

21. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. This Declaration and the restrictions contained herein shall constitute a covenant and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER and/or ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded, after which time this Declaration of Restrictions shall be extended for successive periods of ten (10) years, unless an instrument signed by the then OWNERS of seventy-five (75%) percent of the Lots in the SUBDIVISION has been recorded agreeing to terminate or change the restrictions set forth herein in whole or in part.

22. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in their sole discretion, modify, amend, waive, or add to this Declaration of Restrictions, or any part thereof. An amendment by the ASSOCIATION must be by a recorded instrument approved by not less than two-thirds (2/3) of the OWNERS. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development for the SUBDIVISION, as originally set forth herein.

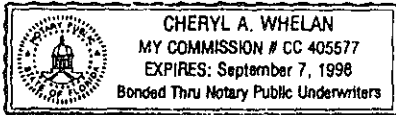
23. ENFORCEMENT. Enforcement of the covenants and restrictions set forth in this Declaration shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by this Declaration. Any costs of enforcement or collection, including reasonable attorney's fees, which fees shall include those caused by reason of any appellate proceedings, incurred in the enforcement of such covenants, restrictions or liens shall be paid by OWNER. Failure by the ASSOCIATION or SUBDIVIDER to enforce any covenant, restriction or lien, herein contained shall in no event be deemed a waiver of the right to do so thereafter.

24. SEVERABILITY CLAUSE. Invalidation of any of the covenants or restrictions set forth herein, in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions or covenants.

25. AGREEMENT OF PRIORITY: The provisions of the MASTER DECLARATION, recorded in Official Records Book 23288 at Page 955 of the Public Records of Broward County, and all amendments thereto, are hereby incorporated as if same were fully set forth herein and such provisions shall control in the event the content of same is in conflict with the provisions of this Declaration.

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31 day of January, 1996, by E.C. Jensen, President of Regency Development II, Inc., a Florida corporation, who is personally known to me, and who did not take an oath.

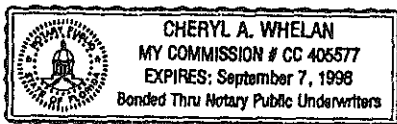


Cheryl A. Whelan
Print: Cheryl A. Whelan
Notary Public, State of Florida
My Commission Expires:

(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

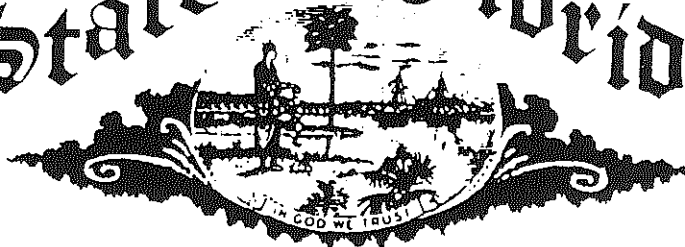
The foregoing instrument was acknowledged before me this 31 day of January, 1996, by Richard D. Levy, C.E.O., of Oriole Limited, Inc., on behalf of Oriole Joint Venture Limited, a Florida limited partnership, who is personally known to me, and who did not take an oath.



Cheryl A. Whelan
Print: Cheryl A. Whelan
Notary Public, State of Florida
My Commission Expires:

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on February 28, 1996, as shown by the records of this office.

The document number of this corporation is N96000001149.

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



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION

of

SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.
(a Florida corporation not for profit)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of this corporation shall be SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION"). The initial principal office address of the Association shall be 2826 University Drive, Coral Springs, Florida 33065.

ARTICLE II

PURPOSES

The general nature, objectives and purposes of the ASSOCIATION are:

A. To provide for the maintenance of that certain property described as follows:

See Exhibit "A" attached hereto.

TOGETHER WITH such additional contiguous or reasonably adjacent land as may hereinafter be added to the ASSOCIATION'S purview by the SUBDIVIDER (as hereinafter defined) by an amendment to these Articles of Incorporation or by such other appropriate instrument recorded in the Public Records of Broward County, Florida. In the event that additional land shall be made subject to the DECLARATION OF RESTRICTIONS for SWAN'S LANDING AT REGENCY LAKES (hereinafter referred to as the "RESTRICTIONS"), all references in these Articles of Incorporation to SWAN'S LANDING AT REGENCY LAKES shall be deemed to include such additional land.

B. To provide, purchase, construct, improve, maintain, repair, replace and operate private roads, walkways, street lights, landscape areas, walls, fencing and entrance signage on, upon, over and under those portions of SWAN'S LANDING AT REGENCY LAKES designated for such use or in separate instruments executed by SUBDIVIDER and recorded in the Public Records of Broward County, Florida.

C. To operate, without profit, for the sole and exclusive benefit of its MEMBERS (as hereinafter defined).

D. To enter into easement agreements or other user or possessory agreements whereby the ASSOCIATION may obtain the use or possession of real property not owned by it and to maintain and pay for the insurance, administration, upkeep, repair, replacement and maintenance of such property.

E. To perform all duties and exercise all powers conferred upon the ASSOCIATION by the RESTRICTIONS, as amended.

ARTICLE III
GENERAL POWERS

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

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

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1. "SUBDIVIDER" means and refers to REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida Limited Partnership.
2. "Board" or "Board of Directors" means and refers to the Board of Directors of the ASSOCIATION.
3. "OWNER" means and refers to every person or persons, or entity or entities, who are record owners of a fee simple interest in any LOT, or portion thereof, in SWAN'S LANDING AT REGENCY LAKES, their heirs, legal representatives, successors or assigns.
4. "LOT" means and refers to any LOT situate in SWAN'S LANDING AT REGENCY LAKES.

ARTICLE V
VOTING AND ASSESSMENTS

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

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

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

D. The ASSOCIATION will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the RESTRICTIONS, as complemented or supplemented by the applicable provisions of these Articles of Incorporation and the Bylaws of the ASSOCIATION.

ARTICLE VI
BOARD OF DIRECTORS

A. The business and affairs of the ASSOCIATION shall be managed by a Board of Directors consisting of five (5) Directors. So long as the SUBDIVIDER shall have the right to appoint all of the Board of Directors, the Directors need not be Members of the ASSOCIATION and need not be residents of SWAN'S LANDING AT REGENCY LAKES. Thereafter, Directors shall be Members of the ASSOCIATION and must be residents of SWAN'S LANDING AT REGENCY LAKES, except for those who are appointed by the SUBDIVIDER. At the option of the SUBDIVIDER, Members other than the SUBDIVIDER may be given the right to elect two (2) Directors while the SUBDIVIDER has the right to appoint all of the Board of Directors. Elections shall be by plurality vote. The first annual meeting of the Members shall be held at the call of the SUBDIVIDER. At the first annual meeting of the Members, an election for Members of the Board of Directors shall be held. The term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of the other two (2) elected Directors shall be established at one (1) year each. In addition, the SUBDIVIDER shall appoint two (2) Directors to serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may

ARTICLE IX
BYLAWS

The Board of Directors may, from time to time, adopt, alter or rescind the Bylaws of the ASSOCIATION.

ARTICLE X
AMENDMENT TO ARTICLES OF INCORPORATION

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

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

B. Notice of the subject matter of the proposed Amendment shall be included in the notice of any special or annual meeting, at which such proposed Amendment is to be considered by the Members.

C. The proposed Amendment shall be submitted to and approved by the Members at such meeting. Any number of Amendments may be submitted to the Members and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of the Members entitled to vote thereon.

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

E. Notwithstanding the foregoing, no Amendment affecting SUBDIVIDER shall be effective without the prior written consent of SUBDIVIDER or the successors or assigns of SUBDIVIDER.

ARTICLE XI
INCORPORATOR

The name and address of the Incorporator of these Articles is REGENCY DEVELOPMENT II, INC., a Florida corporation, at 2826 University Drive, Coral Springs, Florida 33065.

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every officer of the ASSOCIATION (and the Directors and officers as a group) shall be indemnified by the ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful malfeasance in the performance of his or her duties, the indemnification provisions of this Article shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to, and not exclusive of, any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein

Gillespie & Allison, P.A., 1515 South Federal Highway, Suite 300, Boca Raton, Florida 33432.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 29 day of January, 1996.

REGENCY DEVELOPMENT II, INC.,
a Florida Corporation

By: E. C. Jensen
E. C. Jensen, President

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared E. C. Jensen, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of Regency Development II, Inc., a Florida corporation, for the purpose therein expressed.

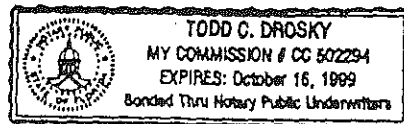
29 WITNESS my hand and official seal in the county and state aforesaid this day of January, 1996.

Todd C. Drosky

NOTARY PUBLIC

Todd C. Drosky
Print Notary Name

My Commission Expires:



EX 24667PG0862

EXHIBIT "A"
LEGAL DESCRIPTION

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 Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence N 00° 56' 45" W along the west line thereof, a distance of 696.62 feet; thence N 89° 03' 15" E, a distance of 2216.77 feet to the POINT OF BEGINNING; thence S 10° 49' 36" E, a distance of 98.01 feet; thence S 21° 28' 18" E, a distance of 105.79 feet; thence S 85° 10' 59" E, a distance of 22.56 feet; thence S 27° 36' 15" E, a distance of 253.85 feet; thence S 31° 50' 19" E, a distance of 146.51 feet; thence S 00° 24' 54" E along a boundary line of said Parcel "A", a distance of 423.61 feet; thence N 89° 35' 06" E, a distance of 275.00 feet; thence N 00° 24' 54" W, a distance of 280.00 feet; thence N 01° 42' 50" E, a distance of 75.05 feet; thence N 00° 24' 54" W, a distance of 65.44 feet; thence N 38° 38' 46" W, a distance of 70.73 feet; thence N 07° 07' 16" W, a distance of 76.64 feet to a point on a curve; thence Easterly along the arc of a curve to the right whose chord bears N 79° 53' 24" E, having a radius of 25.00 feet, a central angle of 19° 25' 05", and arc distance of 8.48 feet to a point of tangency; thence N 89° 36' 21" E, a distance of 127.46 feet; thence S 06° 30' 42" E, a distance of 100.38 feet to a point of tangency; thence Southeasterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 56° 53' 34", and arc distance of 29.79 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 13° 43' 59", and an arc distance of 11.98 feet to a point of intersection with a boundary line of said Parcel "A"; thence N 89° 36' 21" E along said boundary line, a distance of 482.37 feet; thence N 00° 24' 54" W, a distance of 466.88 feet; thence N 12° 29' 55" W, a distance of 66.29 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 77° 53' 44", an arc distance of 237.92 feet to a point of tangency; thence S 89° 36' 21" W, a distance of 254.88 feet to a point of curvature; thence Southerly and Easterly along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 256° 52' 12", and an arc distance of 567.75 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right having a radius of 100.00 feet, a central angle of 36° 52' 12", and an arc distance of 64.35 feet to a point of tangency; thence N 89° 36' 21" E, a distance of 29.91 feet; thence S 00° 24' 54" E, a distance of 140.00 feet; thence S 89° 36' 21" W, a distance of 270.03 feet; thence S 00° 24' 54" E, a distance of 100.08 feet; thence S 89° 38' 07" W, a distance of 144.85 feet; thence N 00° 24' 54" W, a distance of 100.01 feet; thence S 89° 36' 21" W, a distance of 80.04 feet; thence N 27° 36' 15" W, a distance of 140.85 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 36° 52' 12", and an arc distance of 64.35 feet to a point of reverse curvature; thence Northerly, Westerly, and southwesterly along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 165° 19' 51", an arc distance of 432.84 feet to a point; thence S 79° 10' 24" W, a distance of 37.76 feet to the POINT OF BEGINNING.

BR 24667 PG 0864

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

Containing 631,351 Square Feet / 14.494 Acres, more or less.

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

BYLAWS

OF

SWAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.

a corporation not for
profit under the laws
of the State of Florida

1. IDENTITY. These are the Bylaws of the SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., herein called Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of the State of Florida. The Association has been organized for the purpose of administering a Homeowners' Association which is identified by the name SWAN'S LANDING HOMEOWNERS' ASSOCIATION and is located upon the following lands in Broward County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

.1 The office of the Association shall be at 2826 University Drive, Coral Springs, Florida.

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

.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. MEMBERS' MEETINGS.

.1 The annual members' meeting shall be held at the office of the corporation on an evening during the first ten (10) days in March of each year at a time to be determined by the Board for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

.2 Special members' meetings shall be held whenever called by the president or vice president or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be

- (a) Election of chairman of meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. DIRECTORS.

.1 Membership. The affairs of the Association shall be managed by a board of not less than five (5) directors, except as provided hereinafter in subsection 3.2(d) below.

.2 Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations may be made from the floor.

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

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

.3 The organization meeting of a newly elected board of directors 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, and no further notice of the

- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Declaration of Restrictions, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by lot owners when such is specifically required.

5. OFFICERS.

.1 The executive officers of the corporation shall be a president who shall be a director, a vice president who shall be a director, a treasurer, a secretary and an assistant secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not also be the secretary or an assistant secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

.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 president of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

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

(a) Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

(b) Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(c) Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

(d) Betterments, which shall include the funds to be used for capital expenditures in additional improvements or additional personal property which shall be part of the common elements, the amount for which shall not exceed \$20,000; provided, however, that in the expenditure of this fund, no sum in excess of \$5,000 shall be expended for a single item or purpose without approval of the members of the Association.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by lot owners entitled to cast not less than 65% of the votes of the entire membership of the Association.

(f) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

.3 Assessments. Assessments against the lot owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in such periodic installments as the board of directors shall from time to time determine. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors if the items of the amended budget do not exceed the limitations thereon for that year. Any account which does exceed such limitations shall be subject to the approval of the membership of the Association heretofore required. Amended assessments shall be due and payable as determined by the board of directors. The first assessment shall be determined by the board of directors of the Association.

.4 Acceleration of assessment installments upon default. If a lot owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice

(a) not less than 65% of the entire membership of the board of directors and by not less than 65% of the votes of the entire membership of the Association; or

(b) by not less than 75% of the votes of the entire membership of the Association.

.3 Proviso. Provided, however, that no amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Restrictions.

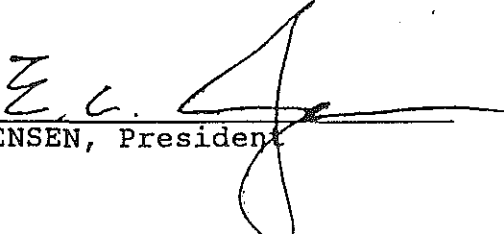
.4 Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Broward County, Florida.

The foregoing were adopted as Bylaws of SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on January 29, 1996.



DAVID LEVINE, Secretary

Approved:



E.C. JENSEN, President

c:\wp50\regency\bylaws\swan\cv

THIS DOCUMENT IS BEING
RE-RECORDED FOR INDEXING
PURPOSES AND TO ELIMINATE
REFERENCES TO ATTACHED EXHIBITS

97-237442 TH003
05-09-97 03:00PM

W/C TRI-COUNTY for: -

Gillespie & Allison, P.A.

1515 S. Federal Hwy. Ste: 300
Boca Raton, Fl. 33432

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS**

FOR

SWAN'S LANDING AT REGENCY LAKES

WHEREAS, the Declaration of Restrictions for SWAN'S LANDING AT REGENCY LAKES ("the Declaration") has been duly recorded in Official Records Book 24667, Page 836, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration provides that the Declaration may be amended by the SUBDIVIDER; and

WHEREAS, the SUBDIVIDER desires to amend the Declaration in order to augment Section 15(e) of Article II of the Declaration;

WHEREAS, the SUBDIVIDER desires to amend the Declaration in order to add Section 26 of Article II to the Declaration;

NOW, THEREFORE, the undersigned SUBDIVIDER does hereby certify that the following Amendment, providing for the amendment of Section 15(e) of Article II of the Declaration and adding Section 26 of Article II to the Declaration is a true and correct copy of said Amendment, as made and approved by the SUBDIVIDER.

**AMENDMENT TO SECTION 15(e)
OF THE DECLARATION OF RESTRICTIONS
FOR SWAN'S LANDING AT REGENCY LAKES**

e. Lake Maintenance Easements: Those certain unrecorded twenty-foot (20') Lake Maintenance Easements are reserved for the benefit of the SUBDIVIDER, the MASTER ASSOCIATION, the ASSOCIATION and the OWNERS of those Lots, which are adjacent to such Lake Maintenance Easements, including the reasonable right of access for such persons, or their agents and equipment, as may be necessary to maintain the grounds within such Easements between the OWNERS' Lots and the "Edge of Water", as same is graphically depicted on the Site Plan attached to the Declaration. Each of the OWNERS, by acceptance of a deed or other instrument of conveyance for their respective lots, acknowledges such Lake Maintenance Easements and agrees that such OWNER is obligated, pursuant to the express provisions of ARTICLE II, Section 26, of this Declaration, to maintain the grounds of the Lake Bank, adjacent to such OWNER'S Lot, within such Lake Maintenance Easement, in a good, neat and verdant condition.

1515 S. FEDERAL HWY. STE. 300
BOCA RATON, FL 33432

W/C TRI-COUNTY for: -

Gillespie & Allison, P.A.

1515 S. Federal Hwy. Ste: 300
Boca Raton, Fl 33432

(3)

**AMENDMENT TO ARTICLE II, SECTION 11
OF THE DECLARATION OF RESTRICTIONS
FOR SWAN'S LANDING AT REGENCY LAKES**

11. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to maintain the private streets, street lights, signs, entry monument, recreational areas, OWNERS' lawns, COMMON AREAS, landscape tracts and such other services as may be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, each lot in the SUBDIVISION is hereby subject to a monthly assessment, commencing with the year 1995. Such monthly assessments, together with a late charge, interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made from, and after, the date of recording of said lien in the Public Records of Broward County, Florida. Said lien shall be subordinate to the lien of any mortgage filed by an Institutional Lender prior to the recording of the lien of the ASSOCIATION and to any lien filed by the Regency Lakes Community Association, Inc. Each such assessment, together with the late charge, interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such lot at the time when the assessment fell due. Such assessments shall be payable monthly on the first day of each calendar month in advance to the Swan's Landing Homeowners' Association, Inc., at the office of the ASSOCIATION, presently located at 2826 University Drive, Coral Springs, Florida 33065. Such monthly assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein granted shall be subordinate to the lien of any mortgage filed by an Institutional Lender and shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien as herein provided, shall have been fully paid.

**AMENDMENT TO ARTICLE II, SECTION 13(b)
OF THE DECLARATION OF RESTRICTIONS
FOR SWAN'S LANDING AT REGENCY LAKES**

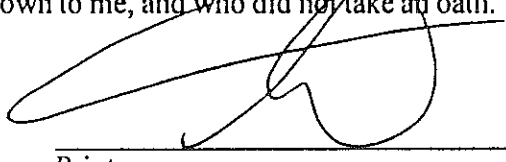
- b. The monthly and special assessments levied by the ASSOCIATION shall be used for the purpose of maintaining the private streets, street lights, signs, entry monument, recreational areas, OWNERS' lawns, COMMON AREAS, and landscape tracts and for promoting the recreation, health, safety, aesthetic enjoyment and welfare of the residents of the SUBDIVISION. Said assessments shall include but not be limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the ASSOCIATION.

**AMENDMENT TO ARTICLE II, SECTION 13(c)
OF THE DECLARATION OF RESTRICTIONS
FOR SWAN'S LANDING AT REGENCY LAKES**

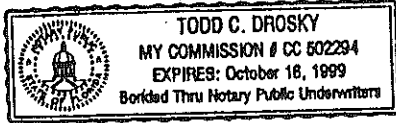
- e. The monthly assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, installments, unless otherwise determined by said Board.

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of April, 1997, by E.C. JENSEN, President of Regency Development II, Inc., a Florida corporation, who is personally known to me, and who did not take an oath.



Print: _____
Notary Public, State of Florida
My Commission Expires:

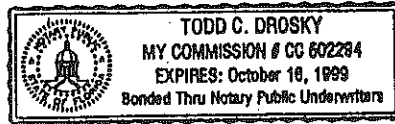


STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25 day of April, 1997, by RICHARD D. LEVY, C.E.O., of Oriole Limited, Inc. on behalf of Oriole Joint Venture Limited, a Florida Limited Partnership, who is personally known to me, and who did not take an oath.



Print: _____
Notary Public, State of Florida
My Commission Expires:



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

AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF
SWAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.

FILED
97 MAY -6 P11 3:58
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE III, Section M, of the Articles of Incorporation of SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., is hereby deleted in its entirety.

ARTICLE VI, Section A, of the Articles of Incorporation of SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., is hereby amended to read:

ARTICLE VI, SECTION A, AMENDMENT TO
ARTICLES OF INCORPORATION

A. The business and affairs of the ASSOCIATION shall be managed by a Board of Directors consisting of three (3) Directors. So long as the SUBDIVIDER shall have the right to appoint all of the Board of Directors, the Directors need not be Members of the ASSOCIATION and need not be residents of SWAN'S LANDING. Thereafter, Directors shall be Members of the ASSOCIATION and must be residents of SWAN'S LANDING, except for those who are appointed by the SUBDIVIDER. At the option of the SUBDIVIDER, Members other than the SUBDIVIDER may be given the right to elect two (2) Directors while the SUBDIVIDER has the right to appoint all of the Board of Directors. Elections shall be by plurality vote. The first annual meeting of the Members shall be held at the call of the SUBDIVIDER. At the first annual meeting of the Members, an election for Members of the Board of Directors shall be held. The term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of the other two (2) elected Directors shall be established at one (1) year each. In addition, the SUBDIVIDER shall appoint two (2) Directors to serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each succeeding annual election shall be for two (2) years, expiring at the second annual election following their election, and thereafter until removed from office, with or without cause, by the affirmative vote of a majority of the Members who elected or appointed them. In no event may a Board member appointed by the SUBDIVIDER be removed except by action of SUBDIVIDER. Any Director appointed by the SUBDIVIDER shall serve at the pleasure of the SUBDIVIDER, and may be removed from office, and a successor Director appointed to fill the vacancy on the Board, at any time by the SUBDIVIDER.

ARTICLE X, of the Articles of Incorporation of SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., is hereby deleted in its entirety and shall be replaced with the following:

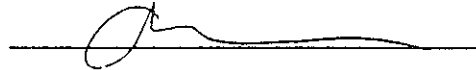
ARTICLE X, SECTION C, AMENDMENT TO
ARTICLES OF INCORPORATION

- A. These Articles of Incorporation may be amended by a majority of the Directors so long as such Amendment does not conflict with the Declaration or adversely affect the Subdivider.
- B. An Amendment to these Articles of Incorporation may be made by a written statement signed by all Directors eligible to vote in lieu of the above procedure.

ACCEPTANCE BY REGISTERED AGENT

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

Dated the 25 day of April, 1997



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

f:\word\forms\vegagent\kjh

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

BK 26448PG0222

**SWAN'S LANDING HOMEOWNERS' ASSOCIATION,
INC.¹**

1997 ESTIMATED OPERATING BUDGET²

Based on 63 Lots

MONTHLY ASSESSMENTS PAYABLE BY ALL LOTS WITHIN SWAN'S LANDING	MONTHLY	ANNUALLY
ACCOUNTING	\$83.33	\$1,000.00
ELECTRICITY ³	200.00	2,400.00
INSURANCE	250.00	3,000.00
IRRIGATION MAINTENANCE	200.00	2,400.00
JANITORIAL SERVICE/SUPPLIES	150.00	1,800.00
LANDSCAPE REPLACEMENT	83.33	1,000.00
LAWN MAINTENANCE ⁴	2,205.00	26,460.00
MANAGEMENT FEES ⁵	315.00	3,780.00
MISCELLANEOUS	25.00	300.00
OFFICE SUPPLIES/POSTAGE	29.16	350.00
PERMITS/LICENSES	20.83	250.00
POOL MAINTENANCE/REPAIRS	220.00	2,640.00
PROFESSIONAL FEES	41.66	500.00
REPAIRS/MAINTENANCE	225.00	2,700.00
TAXES	0	0
TELEPHONE	50.00	600.00
WATER/SEWER	50.00	600.00
TOTAL FOR ALL LOTS	\$4,148.33	\$49,780.00
MONTHLY ASSESSMENTS PAYABLE BY EACH LOT	\$65.85	\$790.20

TOTAL RESERVES PAYABLE BY ALL LOTS WITHIN SWAN'S LANDING	MONTHLY	ANNUALLY
CABANA/ROOF	\$16.67	\$200.00
PAVING/SEALING	62.50	750.00
POOL MARCITE	38.10	457.14
TOTAL RESERVES PAYABLE BY EACH LOT	\$1.86	\$22.32

DESCRIPTION OF RESERVES APPLICABLE TO ALL LOTS

RESERVE DEPRECIATION	ESTIMATED USEFUL LIFE (YEARS)	REPLACEMENT COST	PRESENT RESERVE BALANCE
CABANA/ROOF	15	\$3,000	0
PAVING/SEALING	20	15,000	0
POOL MARCITE	7	3,200	0
TOTAL RESERVES		\$21,000	0

- (a) not less than a majority of the entire membership of the board of directors, so long as the proposed amendment is not adverse to the interests of the SUBDIVIDER; or
- (b) by not less than 75% of the votes of the entire membership of the Association.

IN WITNESS WHEREOF, we, being all of the Directors of Swan's Landing Homeowners' Association, Inc., have caused this Amendment to Bylaws to be executed and have hereunto set our hands this 25 day of April, 1997.

ADDRESS: 2826 University Dr
Coral Springs, FL 33065

[Signature]
TIM RICHARDS

[Signature]
E.C. JENSEN

[Signature]
WILLIAM R. HARRIS

[Signature]
DAVID LEVINE

[Signature]
SUSANNAH M. MARTZ

STATE OF FLORIDA
COUNTY OF BROWARD

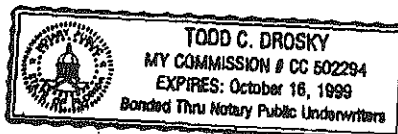
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, TIM RICHARDS, WILLIAM R. HARRIS, E. C. JENSEN, DAVID LEVINE and SUSANNAH M. MARTZ, the entire Board of Directors of the SWAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said Florida corporation.

WITNESS my hand and official seal in the County and State last aforementioned this 25 day of April, 1997.

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

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
Print/Type Notary Name
My Commission Expires:



BK 26401 PG 0448

SWAN'S LANDING AT REGENCY LAKES HOMEOWNERS' ASSOCIATION
FOOTNOTES TO ADOPTED 1998 BUDGET

1. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Declaration of Restrictions for Swan's Landing at Regency Lakes, as amended (the "Declaration"). Each Owner should consult the Declaration and its exhibits for a more complete description of Assessments.
2. This 1998 Estimated Operating Budget is projected; therefore, it is possible that actual Assessments may be less than or greater than projected.
3. For the period January 1, 1998 through February 28, 1998, the 1997 Estimated Operating Budget controls.
4. Although this Budget only covers a ten (10) month period, all figures are shown as if this Budget covers a twelve (12) month period. PLEASE NOTE THAT ASSOCIATION WILL ONLY RECEIVE TEN-TWELFTHS (10/12) OF THE ANNUAL AMOUNT.
5. Electricity is for the street lights and pool cabana in Swan's Landing.
6. The lawn maintenance includes the mowing of lawns for each Lot at a cost of \$15.00 per Lot per cut. A total of 29 cuts will be performed. Also, lawn and shrub spraying for insects will be performed six times this year
7. The management fees are based on a cost of \$5.00 per Lot per month.
8. Legal fees include demand letters, liens, and foreclosures related to delinquent homeowners and violation letters.

REGENCY LAKES COMMUNITY
INDEX

DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY

EXHIBIT "A":	LEGAL DESCRIPTION
EXHIBIT "B":	INADVERTENTLY EXCLUDED
EXHIBIT "C":	ARTICLES OF INCORPORATION OF REGENCY LAKES COMMUNITY ASSOCIATION, INC.
EXHIBIT "D":	BY-LAWS OF REGENCY LAKES COMMUNITY ASSOCIATION, INC.

AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 23777 AT PAGE 0567, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 23831 AT PAGE 0432 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 23923 AT PAGE 0488 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 24172 AT PAGE 0346 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 24182 AT PAGE 0002 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 24667 AT PAGE 0834 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 24667 AT PAGE 0912 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 25273 AT PAGE 0295 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 25273 AT PAGE 0298 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

TENTH AMENDMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 26401 AT PAGE 0357 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

ELEVENTH AMENDMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 27113 AT PAGE 0028 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF REGENCY LAKES COMMUNITY ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 26448 AT PAGE 0198 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

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DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title: DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR
(Warranty Deed, Mortgage, Affidavit, etc.)
REGENCY LAKES COMMUNITY

Executed By: REGENCY LAKES, a Florida joint venture

To: N/A

Brief Legal Description: Portion of Parcel A, REGENCY LAKES AT COCONUT CREEK
(if applicable) Broward County, Florida

⇒ Return Recorded Document to:

W/C TRI-COUNTY for: -

Gillespie & Allison, P.A. _____
1515 S. Federal Hwy, Ste: 300 _____
Boca Raton, FL 33432 _____

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be amended from time to time. (The Articles and Bylaws are attached hereto as Exhibits "C" and "D" respectively.) In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence, this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

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

1.12 "Land Segment" shall mean and refer to real property which is a part of the Committed Property which is not a Single-Family Lot, or Dwelling Unit, and which is designated by Declarant in writing as a Land Segment. Each Land Segment shall have that number of Property Units and Values which are attributed and assigned to it by Declarant in accordance with the provisions of Article 5.03 of this Declaration.

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

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

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

1.16 "Neighborhood Common Area" shall mean and refer to all real property, including any improvements and fixtures thereon, owned, leased, or the use of which has been granted to a Neighborhood or Neighborhood Association for the common use and enjoyment of the

1.23 "Single-Family Lot" shall mean and refer to a Single-Family Lot shown on a site plan upon which no more than one Dwelling Unit may be constructed in accordance with applicable zoning and use regulations or Neighborhood Covenants, and which is part of the Committed Property.

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

1.25 "Value" shall mean and refer to a number assigned to a Plot which is used in determining that Plot's applicable portion of Operating Expenses, all in accordance with the provisions of Article 7.01 of this Declaration, and in regard to Land Segments, the Value shall also be used to determine the number of votes assigned to a Land Segment as set forth in Article 5.02 of this Declaration.

ARTICLE 2
PLANS FOR DEVELOPMENT AND
DECLARANT'S RIGHTS AND POWERS

2.01 General Plan For Development.

Declarant is the Owner of the RLC and presently plans to develop all or a portion of same as a multi-phased planned development. Regency Lakes is presently planned to have no more than 1180 Dwelling Units.

2.02 Committed Property.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED OR CONTAINED IN ANY OF THE GOVERNING DOCUMENTS, ONLY THAT PORTION OF THE RLC WHICH IS COMMITTED PROPERTY (AS THAT TERM IS DEFINED IN SECTION 1.03 OF THIS DECLARATION) SHALL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS.

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

a. Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, and by its sole act, to add additional portions of the RLC ("Additional Lands") to the Committed Property by recording in the Public Records of Broward County, Florida, an instrument (a "Supplement") subjecting such Additional Lands to this Declaration. SOME OF THE EFFECTS OF ADDING SUCH ADDITIONAL LANDS WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, THE SIZE OF THE CORPORATION COMMON

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of license or grant of use right, except upon the prior written consent of the Declarant.

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

d. The Corporation may enter into easement agreements or other use or possessory agreements whereby the Corporation may obtain the use or possession of certain real property not owned by Declarant, on an exclusive or non-exclusive basis, and included or not included within Committed Property for certain specified purposes and whereby the Corporation agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement, and maintenance of such property (example: Conservation Easement Area). The aforesaid expenses shall be an Operating Expense whether or not such real property shall be Corporation Common Areas. Prior to the "Turnover Date" (as that term is defined in Article V of the Articles), no such agreement shall be entered into without the prior written consent of Declarant.

e. The conservation areas are hereby dedicated as common areas, they shall be the perpetual responsibility of the Corporation and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation -- with the exception of exotic/nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage; flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

f. Certain Plats may be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements.

g. The Declarant declares, subject to the provisions of this Declaration; including, but not limited to, the provisions of Article 4.01 hereof; that the Corporation Common Areas are subject to a perpetual non-exclusive easement in favor of Declarant, the Corporation, the Neighborhood Association, the Owners, their family Members, guest, Members, invitees, and lessees, to use the Corporation Common Areas for all normal purposes; including, but not limited to, ingress and egress and for the furnishing of

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

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

d. The costs and attorneys fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce this Declaration, if any, pursuant to paragraph b above, who prevails in any such enforcement action, in any action against a Person to enforce any provision of this Declaration, shall be a Personal obligation of such Person which shall be paid by such Person, and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Plot, collectible in the manner provided in Article 6.

2.09 Declarant's Inaction.

Neither the execution and recordation of this Declaration nor the creation of any Neighborhood Association or other entity, nor the recordation of any other instrument subjecting any land in the Committed Property to protective covenants, conditions or restrictions, or other provisions, shall obligate or require (i) Declarant to grant any right, power, duty or privilege of any nature or kind to the Corporation, or to any other entity; or (ii) Declarant to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant,

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proposed; and (iii) "construction plans and specifications" which shall be a true extension of the preliminary concept plan and design proposals, including a sealed Plot plan, in detail and to scale. Declarant shall, in writing, within 31 days after receipt of each required submittal which it deems complete, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. If no written notice is sent by Declarant within said 31 days the submittal shall be deemed rejected. After approval, any change in location, Plot plan, exterior colors or exterior materials must be re-submitted for approval. Failure to obtain approval of Declarant of all such plans, proposals, specifications and Plot plans prior to the commencement of any construction shall be deemed a material breach hereof and Declarant shall then have the right, in addition to any other rights permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said approval to be torn down or removed forthwith.

d. The approval, rejection or withholding of any approval by Declarant of the plans, proposals and specifications and the location of all Structures, and every alteration of any Structure, shall not be construed or interpreted as a representation or determination by Declarant that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of Declarant relates only to the aesthetics of the improvements shown on the plans and specification, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the City of Coconut Creek, Florida, Building Department, and any other appropriate governmental agencies prior to commencement of any work or construction.

e. Declarant shall have no duty, responsibility nor liability to any Owners or to any other Person whomsoever in respect to the exercise of its rights, or the failure to exercise the rights under the Declaration. Declarant may reject plans, proposals, and specifications based on any grounds, or Persons whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. Declarant's decision to approve, reject or withhold its approval may, in the sole exercise of its discretion, be based upon (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding Structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) Declarant's design and construction standards; (v) Declarant's Development Plan; or (vi) any other factor deemed material or relevant by Declarant.

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3.07 Driveways And Parking Areas.

All residential driveways or parking areas must be first approved by the Declarant. Driveways and parking areas must be constructed with materials first approved by Declarant.

3.08 Underground Utility Lines.

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

3.09 Antennas, Dishes, Discs And Flagpoles.

No outside antennas, dishes, discs, antenna poles, antenna masts, electronic devices, antenna towers, citizen band (CB) or amateur band (ham) antennas, or flagpoles shall be permitted except as may be approved by Declarant. An approved flagpole shall not be used as an antenna.

3.10 Temporary Structures.

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

3.11 Accessory Structures.

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

3.12 Outdoor Equipment And Storage Areas.

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

3.17 Lighting.

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

3.18 Clothes Drying Areas.

No outdoor clothes drying area shall be allowed.

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

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

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

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

d. None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

e. Paragraphs a. through d. shall not be deemed to prohibit any temporary facility otherwise permitted pursuant to this Declaration.

3.20 Pets And Animals.

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

b. Obnoxious animals, fowl, or reptiles shall not be kept or permitted to be kept on any Plot. The determination of what is or what may be an obnoxious animal, fowl, or reptile shall be determined by Declarant in its sole discretion.

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

3.24 Wells And Lakes.

No well shall be drilled or installed on Committed Property without the prior approval of Declarant. Any mineral staining or discoloration of Owner's property shall be corrected by Owner.

No Owner shall be permitted to make use of any of the lakes for any purpose, whatsoever, without the express written consent of Declarant.

3.25 Casualty Destruction To Improvements.

In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as determined by Declarant, the Owner thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the Plot in a manner aesthetically satisfactory to Declarant. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by Declarant as provided herein.

3.26 No Implied Waiver.

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

3.27 Rights Reserved By Declarant.

Notwithstanding anything contained in this Article 3 or elsewhere in this Declaration, Declarant and its nominees and designees shall have the right to construct, maintain and repair such Structures or improvements, including the carrying on of all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of RLC. Further, notwithstanding any other provision of the Declaration, Declarant reserves, and Declarant and its nominees and designees shall have the right to enter into and transact on RLC or the Committed Property any business necessary to consummate the sale,

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3.30 Owner And Member Compliance.

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

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

ARTICLE 4
PROPERTY RIGHTS
CORPORATION COMMON AREA AND WATER BODIES

4.01 Members Rights And Easements.

Every Member shall have a non-exclusive right and easement of enjoyment and use in and to the Corporation Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to:

a. The right of the Corporation to charge reasonable admission and other fees for the use of any Corporation Common Area.

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

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

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

4.04 Corporation's Rights And Powers.

a. Subject to the provisions of the Governing Documents, the Corporation shall have the right and the power to develop, promulgate, and enforce reasonable rules and regulations for the use and enjoyment of Corporation Common Areas.

b. No Corporation Commons Area shall be used in violation of any rule or regulation or other requirement of the Corporation established pursuant to the provisions of the Governing Documents.

4.05 Declarant's Rights And Powers.

a. Declarant shall have the right and the power to regulate and control the external design and appearance of Corporation Common Area in such a manner as (i) to promote a quality environment which will preserve the Value of the Member's Plots; and (ii) to foster the attractiveness and functional utility of Committed Property as a place to live, work, and play, including a harmonious relationship among Structures, vegetation, and topography.

b. The Corporation Common Area shall be subject to the provisions of Article 3. The uses of the Corporation Common Area shall be in conformity with the uses permitted in Article 3. In Declarant's sole discretion, which discretion may not be waived, the provisions of Article 3 may not be applicable to any property owned by Declarant, Corporation Common Area, or Neighborhood Common Area.

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e. If the Land Segment Owner builds fewer Dwelling Units than the number of Property Units assigned to such Land Segment, then the Land Segment Owner may petition the Declarant in a sworn petition, requesting reduction in the number of Property Units assigned to such Land Segment. Declarant, in its sole discretion, can so reduce the number of property units assigned to such Land Segment, which discretion shall be reasonably exercised. In the event Declarant does so reduce the number of Property Units assigned to a Land Segment, the same shall be reflected in a written instrument executed by Declarant which shall be recorded in the Public Records of Broward County, Florida, and same shall have the effect of reducing the maximum number of Dwelling Units which may ultimately be built on such Land Segment and the obligation of the Land Segment Owner to pay operating expenses for Property Units assigned to the Land Segment shall be reduced all as set forth in such instrument executed by Declarant.

5.04 Neighborhood Association.

The President of each Neighborhood Association shall be the representative for the Neighborhood Association entitled to cast votes of the Members of Neighborhood Association on matters that the Members of the Corporation are entitled to act. No Member of a Neighborhood Association, except the representative or the representative's proxy may cast a vote at a meeting of the Members of the Corporation. Members of the corporation may be present at meetings of the Board, but do not have a right to speak or otherwise participate at such meetings. The Corporation shall be under no duty or obligation to determine whether the manner for determining how such votes are cast is correct, fair or equitable.

ARTICLE 6 COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

6.01 Affirmative Covenant To Pay Operating Expenses.

In order to (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate and preserve and improve the Corporation Common Area for the recreation, use, safety, welfare and benefit of the Corporation, Neighborhood Associations and Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon the Neighborhood Association and each contributing Plot (as that term is hereinafter defined in Article 7.02 hereof), the affirmative covenant and obligation to pay to the Corporation (in the manner herein set forth) all "assessments" (as hereinafter provided); including, but not limited to, the "individual Plot assessments" and "special assessments" as hereinafter provided. Each Neighborhood Association shall have the obligation to collect the assessments for the contributing Plots it administers or controls and pay same to the Corporation when such assessment is due in

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such Owner and/or Neighborhood Association within 15 days after the same becomes due, the Corporation shall, in its sole discretion, have any and all of the following remedies to the full 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 Corporation.

a. To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

b. To charge a late fee equal to five percent (5%) of the amount of the delinquent payment.

c. To advance on behalf of the Owner(s) or Neighborhood Association in default, funds to accomplish the needs of the Corporation up to and including the full amount for which such Owner(s) or Neighborhood Association is liable to the Corporation and the amount or amounts of monies so advanced, together with interest at the highest rate allowed by law, and if there is no limit established by law, then as established by Corporation, and all costs of collection thereof; including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, may thereupon be collected by the Corporation and such advance by the Corporation shall not waive the default.

d. 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 Corporation in like manner as a foreclosure of a mortgage on real property.

e. To file an action against the Owner at law to collect said assessment, plus interest at the highest rate allowed by law, plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Corporation.

6.04 Collection By Declarant.

In the event for any reason the Corporation shall fail to collect the assessments, then in that event, Declarant shall at all times have the right (but not the obligation) to (1) advance such sums as the Corporation could have advanced as set forth above; and (2) collect such assessments and, if applicable, any such sums advanced by Declarant, by using the remedies available to the Corporation as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Declarant.

6.05 Rights To Pay Assessments And Receive Reimbursement.

Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole

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the date the Budget was adopted. The total number of Contributing Plots will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Contributing Plots in existence shall be determined by the Declarant.

c. Individual Plot Assessment During Guarantee Period: The term "Guarantee Period" shall mean a period of time commencing with the date of this Declaration and continuing through December 31, 1995. Declarant reserves the right, in its sole and absolute discretion, to extend the Guarantee Period beyond December 31, 1995, and thereafter on one or more occasions to again extend it. The Corporation shall be advised in a written notice of any such extension of the Guarantee Period and the amount of the new Guaranteed Assessment at least 30 days prior to the termination of the Guarantee Period or an extension thereof. Subject to increases in the cost of cable service during the initial Guarantee Period, it is covenanted and agreed by Declarant that Individual Plot Assessment shall not exceed an annual amount of Five Hundred Seventy-Six (\$576.00) Dollars (the "Guaranteed Assessment") and that Declarant shall pay the difference, if any, between the amount of Guaranteed Assessments collected by the Corporation during such Guarantee Period and the amount of money spent by the Corporation for Operating Expenses during such Guarantee Period. Thereafter, should Declarant elect to extend the Guarantee Period as aforesaid, the amount of such Guaranteed Assessment during such extended Guarantee Period shall be the amount set forth by Declarant in the notice to the Corporation. Notwithstanding anything contained herein, the Guarantee Period shall terminate upon the Turnover Date. Upon the termination of the Guarantee Period or any extensions thereof, there shall be assigned to each acre of Committed Property owned by Declarant which is not a Neighborhood Common Area or a Corporation Common Area, a Value of one (1.00) notwithstanding any other provisions of this Declaration. The provisions of this subparagraph (c) may not be amended without Declarant's prior written consent.

d. Notwithstanding anything contained in this Declaration to the contrary, the Individual Plot Assessment against Plots which are located in a Neighborhood governed by a Neighborhood Association shall be in the aggregate assessed against the Neighborhood and the Neighborhood Association operating such Neighborhood and shall be collected by such Neighborhood Association in the same manner and to the same extent as the common expenses of such Neighborhood. Each Neighborhood Association shall thereupon assess against each Plot Owner in such Neighborhood that Plot's Individual Plot Assessment. The lien set forth in Article 6.02 shall be a lien against the real property of such Neighborhood and the collection rights pursuant to Article 6.03 shall be as to all the Plots and their Owners in the Neighborhood and to the Neighborhood Association operating such Neighborhood. Notwithstanding the foregoing, the Corporation, in its sole and

end on the Turnover Date. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY Declarant SHALL NEVER BE ASSESSED FOR SAME.

7.05 Liability Of Contributing Plot Owners For Individual Plot Assessments.

By the acceptance of a deed or other instrument of conveyance of a Plot each Owner, other than Declarant, thereof acknowledges that each Contributing Plot, and the Contributing Plot Owners thereof, are jointly and severally liable for their own Individual Plot 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 Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Plots for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Plot Owner for himself and his heirs, executors, successors and assigns that in the event Contributing Plot Owners fail or refuse to pay their Individual Plot Assessments or any portion thereof or their respective portions of any Special Assessments or other Assessments, then the other Contributing Plot Owners may be responsible for increased Individual Plot Assessments or Special or other Assessments, due to the nonpayment by such other Contributing Plot Owners, and such increased Individual Plot Assessment or Special or other Assessment can and may be enforced by the Corporation and Declarant in the same manner as all other Assessments hereunder as provided in this Declaration.

ARTICLE 8
OPERATING EXPENSES; CERTAIN
ASSESSMENT CLASSIFICATIONS

The following expenses of the Corporation Common Areas and the Corporation are hereby declared to be Operating Expenses which the Corporation is obligated to assess and collect and which the Contributing Plot Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents.

8.01 Taxes.

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

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are customarily covered with respect to areas similar to the Corporation Common Areas in developments similar in construction, location and use.

c. Such other forms of insurance and in such coverage as the Corporation shall determine to be required or beneficial for the protection or preservation of the Corporation Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Committed Property or the Corporation.

8.04 Reconstruction Of Structures Or Improvements.

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

8.05 Maintenance, Repair And Replacement.

Any and all expenses necessary to maintain, repair, operate, protect and replace the Corporation Common Areas, shall be an Operating Expense.

8.06 Lighting.

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

8.07 Electronic Monitoring System And Security Personnel.

The cost and expense of operating electronic monitoring systems for Corporation Common Areas and private residences, if any, and the cost of employing any security personnel and operating and maintaining gate houses, security facilities and vehicles used for monitoring or security services.

8.08 Administrative and Operational Expenses.

The costs of administration for the Corporation in the performance of its functions and duties under the Governing Documents including, but not limited to, costs for secretarial and

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8.11 Failure Or Refusal Of Contributing Unit Owners Or Neighborhood Associations To Pay Assessments.

Funds needed for Operating Expenses due to the failure or refusal of Owners or a Neighborhood Association to pay assessments levied shall themselves be deemed to be Operating Expenses and properly the subject of an assessment.

8.12 Extraordinary Items.

Extraordinary items of expense under the Governing Documents which as expenses due to casualty losses, force majeure and other extraordinary circumstances shall be the subject of a special assessment.

8.13 Capital Payment.

A "Capital Payment" account is an amount determined by the Corporation to be necessary to pay extraordinary expenses which may be incurred by the Corporation during the period of time that RLC is being developed, to make purchases for and improvements to the Corporation Common Areas and to purchase initial and future equipment and supplies. The Capital Payment account may furthermore be used to acquire property for the use of the Owners or for the Corporation. In addition, the Capital Payment account may be used to make any deposits required by utility companies or to prepay insurance premiums upon Corporation Common Areas or otherwise required by the Governing Documents for the protection of Committed Property, the Owners, the Board, or in and about the operation of the Corporation. A Capital Payment shall be paid by the Owners, other than Declarant, to the Corporation in addition to any other regular Assessment. A Segment Owner shall pay the Capital Payment for each Property Unit assigned to the Land Segment so owned at such time as is set forth in the instrument executed by Declarant assigning the Property Units to the Land Segment pursuant to the provisions of Article 5.03 of this Declaration. The Owner of a Single Family Lot shall pay the Capital Payment at such time as title to the Single Family Lot is conveyed to such Owner. Capital Payments shall only be paid once for each Property Unit, Single Family Lot, or Dwelling Unit. Further, the Owner of a Dwelling Unit on a Single Family Lot shall not pay the Capital Payment if the Capital Payment has already been paid for the Single Family Lot. Any unused portion of the aforesaid Capital Payment may be used and applied for any proper purpose of the Corporation without any requirement that the same be credited in reduction of the Assessments. Capital Payments shall never be required from Declarant. Capital Payments shall be paid in addition to the Guaranteed Assessment or regular Assessment. The amount of Capital Payment shall be established by Declarant, in its sole discretion, at the time of conveyance of title by Declarant to the Owners.

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effect in the Public Records of Broward County, Florida. Upon recordation of such an instrument, the real property described therein shall no longer be a Corporation Common Area but shall be a Neighborhood Common Area in lieu thereof and the use and easement rights and the obligations pertaining thereto, including but not limited to, maintenance and administration obligations shall be those pertaining to such Neighborhood Common Areas and not Corporation Common Area. Further, the expense thereof shall no longer be an Operating Expense.

9.04 Neighborhood Covenants.

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

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

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

c. To determine consistency of all Neighborhood Covenants with this Declaration and the plan of development of RLC, and approve and consent to all Neighborhood Covenants prior to the recordation in the Public Records of Broward County. Neighborhood Covenants shall not be effective until Declarant approves and consents to same in writing.

9.05 Special Assessments.

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

ARTICLE 10
GENERAL AND PROCEDURAL PROVISIONS

10.01 Utility Easements.

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

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iii. Amendments for correction of scrivener errors or other non-material changes may be made by Declarant alone until the Turnover Date and thereafter by the Board of Governors of the Corporation alone without the need of consent of the Contributing Plot Owners.

iv. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Declarant or the Corporation, under this Declaration or any other of the Governing Documents without specific written approval of such Declarant or Corporation.

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

vi. Notwithstanding anything contained herein, Supplements are not amendments and need only be executed by Declarant.

vii. Notwithstanding anything contained herein, the Neighborhood Covenants are not amendments and need be executed only by Declarant.

10.07 Other Documents.

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

10.08 Severability.

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

10.09 Dissolution.

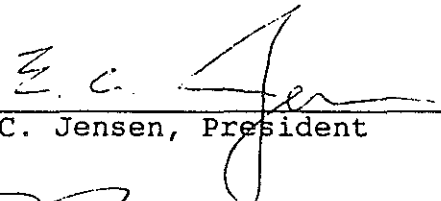
In the event of dissolution of the Corporation, each Plot shall continue to be subject to the assessments specified in this Declaration and each Owner shall continue to be Personally obligated to Declarant or the successor or assigns of Corporation as the case may be for such assessment to the extent that such assessments are required to enable Declarant or any such successors

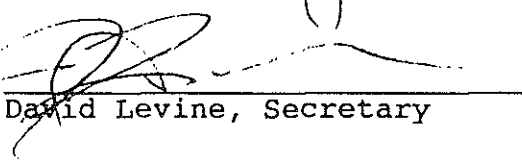
IN WITNESS WHEREOF the Declarant and Corporation have caused this Declaration to be executed and the corporate seals to be affixed hereto, all on the date first above written.

DECLARANT:

REGENCY LAKES
A Florida Joint Venture

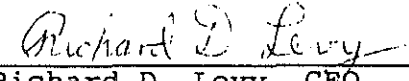
By: REGENCY DEVELOPMENT II, INC.
A Florida Corporation

By: 
E. C. Jensen, President

ATTEST: 
David Levine, Secretary

ORIOLE JOINT VENTURE LIMITED
A Florida Limited Partnership

By: ORIOLE LIMITED, INC.
A Florida Corporation, General
Partner

By: 
Richard D. Levy, CEO

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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.

EX 2328 Pg 1001

B. This Corporation shall have all of the powers reasonably necessary to implement its purposes, including those set forth herein.

C. To do all of the acts required to be performed by it in accordance with the Declaration.

D. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles.

E. To promulgate and enforce rules, regulations, Bylaws, and agreements to effectuate the purposes for which the Corporation is organized and to make, establish and enforce rules and regulations governing the use of the Corporation common areas consistent with the Declaration.

F. To delegate power or powers where such is deemed in the interest of the Corporation.

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

H. To make, levy and collect assessments for the purpose of obtaining funds from its members to pay for the operational expenses of this Corporation (Operating Expenses) and costs of collection and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

I. To charge recipients for services rendered by the Corporation and users for use of Corporation property when such is deemed appropriate by the Board of Governors.

J. To pay taxes and other charges, if any, on or against property owned or leased by the Corporation.

K. To maintain, repair, replace and operate the Corporation common areas (including, but not limited to, any corporation common area to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes) in accordance with those governmental regulations which are applicable, the Declaration, or any Supplements thereto.

L. To enforce by legal means the obligations of the members of this Corporation, the provisions of the Declaration and the provisions of any Supplement thereto.

case may be, in the replacement structure shall control in lieu of the number of dwelling units so destroyed or demolished.

D. Notwithstanding anything herein contained, Declarant shall have the right to appoint five (5) of the seven (7) governors and thereby control the appointment of at least a majority of the Board of Governors, until the "Turnover Date", which date shall be ninety (90) days after the Declarant no longer owns fee simple title to at least five (5) acres of the Regency Lakes Community, or at any time upon a voluntary election of Declarant, whichever is the earliest to occur. Until such turnover date, governors of the Corporation named by Declarant shall serve, and in the event of vacancies, such vacancies shall be filled by Declarant. The fact that the owners have not elected or refuse to elect governors shall not interfere with the right of governors designated by Declarant to resign.

E. Each and every member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the governing documents.

ARTICLE VI.
BOARD OF GOVERNORS

A. The affairs of the Corporation shall be managed by a Board of Governors consisting of seven (7) governors. So long as the Declarant shall have the right to appoint at least a majority of the Board of Governors, governors need not be members of the Corporation and need not be residents of the committed property, thereafter governors shall be members of the Corporation and residents of the committed property and of the State of Florida, except for those who are appointed by the Declarant. Elections shall be by plurality vote. There shall be two (2) governors elected by members as long as Declarant has a right to appoint a majority of the Board of Governors. At the first meeting of the members at which they have a right to elect governors, an election for members of the Board of Governors shall be held and the term of office of the elected governor receiving the highest plurality of votes shall serve until the second annual meeting after the meeting at which such governor was elected and the term of the other elected governor shall be established until the first annual meeting after the meeting at which such governor was elected. In addition, Declarant shall appoint three (3) governors to serve for terms expiring on the second annual meeting after the meeting at which they were appointed and two (2) governors to serve for a term expiring on the first annual meeting after the meeting at which they were appointed. Thereafter, as many governors shall be elected and appointed, as the case may be, as there are regular terms of office of governors expiring at such time and the term of the governors so elected and appointed at each annual meeting shall be for two (2) years expiring on the second annual meeting

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ARTICLE VIII.
CORPORATE EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IV.
BYLAWS

The Board shall, from time to time, adopt, alter, amend, or rescind Bylaws not inconsistent with these Articles and the Declaration. However, the provisions of these Articles shall prevail in any conflict between the provisions of these Articles and the provisions of the Bylaws.

ARTICLE X.
AMENDMENT TO ARTICLES OF INCORPORATION

A. Prior to the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument, in writing, signed by all of the governors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of the Declaration.

B. After the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to vote at a meeting of the members;

2. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (regular or annual) at which such proposed amendment is to be considered by the members;

3. Such proposed amendment must be submitted to and approved by the members. Any number of amendments may be submitted to the members and voted upon at one meeting. Approval by the members must be by a vote of a majority of votes of all members entitled to vote thereon. Such vote by the members must be taken at a meeting of the membership;

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 2 day of JUNE, 1994.

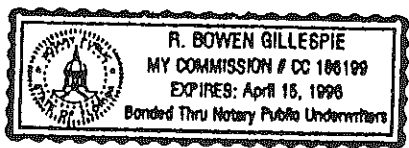
E. C. JENSEN
E. C. JENSEN
DAVID LEVINE
DAVID LEVINE
DENNIS RADICE
DENNIS RADICE

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by E. C. JENSEN, DAVID LEVINE and DENNIS RADICE, who are personally known to me and who did take an oath.

Witness my hand and official seal this 2ND day of JUNE, 1994.

R. Bowen Gillespie
Print: R. Bowen Gillespie
Notary Public, State of
Florida at Large
My Commission expires:



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BYLAWS
OF
THE REGENCY LAKES COMMUNITY ASSOCIATION, INC.

ARTICLE I.
DEFINITIONS

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

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

ARTICLE II.
LOCATION OF PRINCIPAL OFFICE

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

ARTICLE III.
VOTING RIGHTS, ASSESSMENTS, AND REPRESENTATIVES

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

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

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

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

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

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

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

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

ARTICLE VI.
POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

(a) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article X, Section 2, hereof;

(b) to appoint and remove at its pleasure all officers, agents, and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or governor of the Corporation in any capacity whatsoever;

(c) to establish, levy and assess, and collect operating assessments;

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

ARTICLE VIII.
OFFICERS

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

Section 2. The officers shall be chosen by a majority vote of the Governors.

Section. 3. All officers shall hold office at the pleasure of the Board.

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

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary of the Corporation shall be ex officio the Secretary of the Board; shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the Corporation. He shall record in a book kept for that purpose the names of all members of the Corporation, together with their addresses as registered by such members (see Article X, Section 3, hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board; provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Corporation, provided that such checks and notes shall also be signed by the President or a Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the Corporation's books to be made by certified public accountant at the completion of each fiscal year and shall provide Declarant with a copy thereof within thirty (30) days of its preparation. He shall prepare an annual budget and an annual balance sheet statement, and the budget

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ARTICLE X.
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the second Wednesday of the month of February in each year, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

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

Section 3. Notice of any meeting shall be given to the voting members, Declarant, and the representatives by the Secretary. Notice may be given either personally, or by sending a copy of the notice through the mail, postage prepaid, to the address of the voting member, Declarant, or the representative appearing on the books of the Corporation. Each representative and voting member shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Failure to so register shall release the Secretary from the requirement of sending notice of a meeting to such person. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general, the nature of the business to be transacted; provided however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at members meetings of representatives or voting members entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles or by the Declaration shall require a quorum as therein provided.

ARTICLE XI.
PROXIES AND VOTING

Section 1. At all meetings of members, each representative or voting member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months.

Section 2. The Board shall adopt a budget (as provided for in the Declaration) of the anticipated operating expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board ("budget meeting") called for that purpose to be held no later than November 15 of the year to which the budget applies, within thirty (30) days after adoption of the budget, a copy thereof shall be furnished to Declarant and to each representative and voting member. The copy of the budget shall be deemed furnished and the notice of the individual plot assessment shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a budget in a timely fashion shall not abrogate or alter the obligation to pay operating expenses.

Section 3. In administering the finances of the Corporation, the following procedures shall govern:

(a) the fiscal year shall be the calendar year;

(b) assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

Section 4. The individual plot assessment shall be payable as provided for in the Declaration.


Section 5. No board shall be required to anticipate revenue from assessments or expend funds to pay for operating expenses not budgeted or which shall exceed budgeted items, and no board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater operating expenses than monies from assessments, then such deficits shall be the subject of an adjustment to the applicable assessment (e.g., individual plot assessment or special assessment).

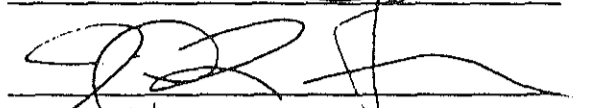
Section 6. The depository of the Corporation shall be such bank(s) or savings and loan association(s), as shall be designated from time to time by the Board, in which the monies of the Corporation shall be deposited. Withdrawal of monies from such account(s) shall be only by checks signed by two (2) persons as set forth in Article VIII. All such funds shall be insured by an agency of the United States Government.

Section 7. A report of the accounts of the Corporation shall be made annually as set forth in Article VIII, Section 7, and a copy of the report shall be furnished to Declarant and each representative and voting member no later than ninety (90) days following the fiscal year for which the report is made.


Section 8. All notices and mailings to the representatives or voting members required under these Bylaws shall be deemed to be furnished to the above-named parties upon its delivery or mailing to the above-named parties shown on the records of the

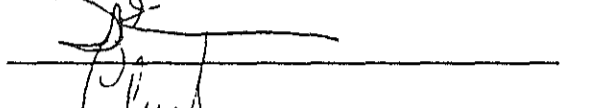
IN WITNESS WHEREOF, we, being all of the Governors of The
Regency Lakes Community Association, Inc., have hereunto set our
hands this 27 day of JUNE, 1994.






Eric Schuler







REGISTRY OF DEEDS
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

BK 23289F61024

REGENCY LAKES, a Florida joint venture

Patricia G. Phillips
Witness PATRICIA G. PHILLIPS

BY: REGENCY DEVELOPMENT II, INC.
a Florida corporation

Witness R. BOWEN GILLESPIE

BY: *E.C. Jensen*
E.C. Jensen, President

(Seal)

Lynne Jentis
Witness LYNNE JENTIS

BY: ORIOLE JOINT VENTURE LIMITED, a
Florida limited partnership,
By: ORIOLE LIMITED, INC., a
Florida Corporation, General
Partner

Jeannette Calderone
Witness JEANNETTE CALDERONE

BY: *Richard D. Levy*
Richard D. Levy, CEO

(Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day
of Aug, 1995, by E.C. Jensen, President of Regency Development II, Inc., and
by Richard D. Levy, CEO of Oriole Limited, Inc., a Florida corporation, as
General Partner of Oriole Joint Venture Limited, a Florida limited partnership,
on behalf Regency Lakes, a Florida joint venture.

Maria Jean Yarnette
Notary Public, State of Florida
My Commission Expires: 9.28.95
Commission #
CC134009

PREPARED BY AND RETURN TO:
R. Bowen Gillespie, Esquire
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, Florida 33432

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

5113

distance of 303.92 feet to a point of tangency, thence N 07°06'04" E, a distance of 36.47 feet to a point of intersection with a non-tangent curve; thence Easterly and Northerly along the arc of a curve to the left whose radius point bears N 53°04'59" W, having a radius of 428.86 feet, a central angle of 37°18'35", an arc distance of 279.26 feet to the POINT OF BEGINNING.

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

are by these presents added to the Property as described in the Declaration and same shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges, liens and all other provisions of the Declaration, all of which shall run with the ADDITIONAL LANDS and bind all parties having any right, title or interest in the ADDITIONAL LANDS or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has hereby executed this Amendment in its name by its undersigned officers thereunto duly authorized and has affixed its corporate seals hereto all as of the day and year first above written.

REGENCY LAKES, a Florida joint venture

BY: REGENCY DEVELOPMENT II, INC.
a Florida corporation

BY: E.C. Jensen
E.C. Jensen, President

(Seal)

BY: ORIOLE JOINT VENTURE LIMITED, a
Florida limited partnership,
By: ORIOLE LIMITED, INC., a
Florida Corporation, General
Partner

BY: Richard D. Levy
Richard D. Levy, CEO

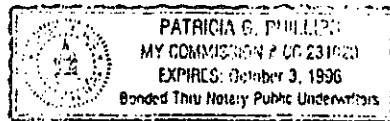
(Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of August, 1995, by E.C. Jensen, President of Regency Development II, Inc., and by Richard D. Levy, CEO of Oriole Limited, Inc., a Florida corporation, as General Partner of Oriole Joint Venture Limited, a Florida limited partnership on behalf Regency Lakes, a Florida joint venture.

Patricia G. Phillips
Notary Public, State of Florida
My Commission Expires:

PREPARED BY AND RETURN TO:
R. Bowen Gillespie, Esquire
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, Florida 33432



Add- POD C (Essex Park)

BR2383130433

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09-18-95 12:37PM

DOCUMENT COVER PAGE

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Document Title: Declaration and General Protective Covenants for Regency Lakes Communi
(Warranty Deed, Mortgage, Affidavit, etc.)

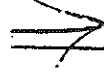
Executed By: Regency Development II, Inc and Oriole Joint Venture Limited

To: Public

Brief Legal Description: See Page 1

(if applicable)

 **Return Recorded Document to:**

 **W/C TRI-COUNTY for: -** _____
Gillespie & Allison, P.A. _____
1515 S. Federal Hwy. Ste: 300 _____
Boca Raton, FL 33432 _____

BK 23923760488

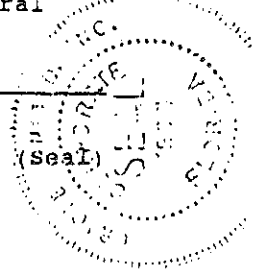
(13)
K4

[Signature]
Witness Zandra Vann

[Signature]
Witness Alyssa Avzyly

BY: ORIOLE JOINT VENTURE LIMITED, a
Florida limited partnership,
By: ORIOLE LIMITED, INC., a
Florida Corporation, General
Partner

BY: [Signature]
Richard D. Levy, CEO

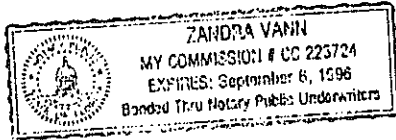


STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day
of August, 1995, by E.C. Jensen, President of Regency Development II, Inc., and
by Richard D. Levy, CEO of Oriole Limited, Inc., a Florida corporation, as
General Partner of Oriole Joint Venture Limited, a Florida limited partnership
on behalf Regency Lakes, a Florida joint venture

[Signature]
Notary Public, state of Florida
My Commission Expires:
Zandra Vann

PREPARED BY AND RETURN TO:
R. Bowen Gillespie, Esquire
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, Florida 33432



RECORDED IN THE PUBLIC RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
AT THE OFFICE OF THE CLERK

BK 23923 PG 0490

IN WITNESS WHEREOF, the Declarant and Corporation have caused this Amendment to Declaration to be executed and the corporate seals to be affixed hereto, this 15 day of November, 1995.

DECLARANT:

REGENCY LAKES,
a Florida joint venture,

BY: REGENCY DEVELOPMENT II, INC.,
a Florida corporation

BY: E.C. Jensen
E.C. Jensen, President

ATTEST: David Levine
David Levine, Secretary

ORIOLE JOINT VENTURE LIMITED,
a Florida Limited Partnership

BY: Oriole Limited, Inc.,
a Florida Corporation,
Its General Partner

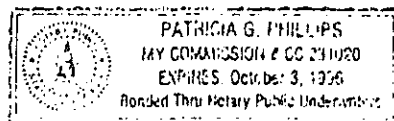
BY: Richard D. Levy
Richard D. Levy, C.E.C.

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, E. C. Jensen and David Levine, the President and Secretary, respectively, of REGENCY DEVELOPMENT II, INC. to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said Florida corporation.

WITNESS my hand and official seal in the County and State last aforementioned this 15th day of November, 1995.

Patricia G. Phillips
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:



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11-27-95 12:50PM

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
(Space above this line reserved for recording office use.)

Document Title: AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR
REGENCY LAKES (Warranty Deed, Mortgage, Affidavit, etc.)
COMMUNITY

Executed By: REGENCY DEVELOPMENT II, INC. and ORIOLE JOINT VENTURE LIMITED

To: PUBLIC

Brief Legal Description: See Page of Document.
(If applicable)

 **Return Recorded Document to:**
 W/C TRI-COUNTY for: -
Gillespie & Allison, P.A. ---
1515 S. Federal Hwy. Ste: 300 ---
Boca Raton, FL 33432 ---

BK 24 182PG 0002

④

Southerly projection, a distance of 685.00 feet to a point of intersection with a line 25.00 feet North of and parallel with the North line of Tract 11, Block 86 of said "THE PALM BEACH FARMS CO. PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida; thence N 89° 36' 17" E along said parallel line, a distance of 20.00 feet to a point of intersection with a curve; thence Southerly and Easterly along the arc of a curve to the left whose radius point bears N 89° 08' 23" E, having a radius of 350.00 feet, a central angle of 62° 49' 00", an arc distance of 383.73 feet to the POINT OF BEGINNING; thence continue Southerly and Easterly along the arc of said curve to the left having a radius of 350.00 feet, a central angle of 26° 44' 19", an arc distance of 163.34 feet; thence N 89° 35' 06" E, a distance of 291.19 feet to a point of intersection with the West line of Tract 9, Block 86 of said "PALM BEACH FARMS CO. PLAT NO. 3"; thence S 00° 24' 54" E along said West line, a distance of 337.26 feet to a point of intersection with the South line of said Tract 9; thence N 89° 36' 21" E along said South line and the Easterly projection thereof, a distance of 345.00 feet to a point of intersection with a line 15.00 feet East of and parallel with the East line of said Tract 9; thence N 00° 24' 54" W along said parallel line, a distance of 261.39 feet; thence N 89° 35' 06" E, a distance of 275.00 feet; thence S 00° 24' 54" E, a distance of 359.21 feet to a point of curvature; thence Southerly and Westerly along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 90° 01' 15", an arc distance of 314.23 feet; thence S 89° 36' 21" W, a distance of 378.61 feet to a point of curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 44° 33' 21", an arc distance of 77.76 feet; thence S 45° 03' 00" W, a distance of 535.71 feet; thence N 86° 21' 50" W, a distance of 38.04 feet; thence N 00° 24' 54" W, a distance of 1074.24 feet to the POINT OF BEGINNING.

Containing 633,412 Square Feet / 14.541 Acres, more or less.

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

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

A/K/A Eagle Cay at Regency Lakes

are by these presents added to the Property as described in the Declaration and same shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges, liens and all other provisions of the Declaration, all of which shall run with the ADDITIONAL LANDS and bind all parties having any right, title or interest in the ADDITIONAL LANDS or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

EXHIBIT "A"

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

COMMENCING at the southwest corner of Tract "A", "SAWGRASS PARK OF COMMERCE", according to the plat thereof, as recorded in Plat Book 144, Page 33 of the Public Records of Broward County, Florida, being a point on the East line of that right-of-way for State Road No. 7 (U.S. 441); thence S 00° 47' 59" E along the southerly projection thereof said East line, a distance of 405.43 feet to a point of intersection with the South line of Tract 63, Block 85 of said plat; thence N 89° 36' 17" E, a distance of 706.30 feet to the Southeast corner of said Tract 63, being a point on the Northerly projection of the East line of Parcel "C", "NORTHWEST PARK OF COMMERCE", as recorded in Plat Book 148, Page 24 of the Public Records of Broward County, Florida; thence S 00° 23' 43" E along said Northerly extension and the east line, a distance of 690.00 feet to the Southeast corner of said parcel "C", being a point on the North line of Parcel "B" of said plat; thence N 89° 36' 17" E along said North line, a distance of 660.00 feet to the Northeast corner of said Parcel "B"; thence S 00° 23' 43" E along the East line thereof and its Southerly projection, a distance of 685.00 feet to a point of intersection with a line 25.00 feet North of and parallel with the North line of Tract 11, Block 86 of said "THE PALM BEACH FARMS CO. PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida; thence N 89° 36' 17" E along said parallel line, a distance of 20.00 feet to a point of intersection with a curve; thence Southerly and Easterly along the arc of a curve to the left whose radius point bears N 89° 08' 23" E, having a radius of 350.00 feet, a central angle of 62° 49' 00", an arc distance of 383.73 feet to the POINT OF BEGINNING; thence continue Southerly and Easterly along the arc of said curve to the left having a radius of 350.00 feet, a central angle of 26° 44' 19", an arc distance of 163.34 feet; thence N 89° 35' 06" E, a distance of 291.19 feet to a point of intersection with the West line of Tract 9, Block 86 of said "PALM BEACH FARMS CO. PLAT NO. 3"; thence S 00° 24' 54" E along said West line, a distance of 337.26 feet to a point of intersection with the South line of said Tract 9; thence N 89° 36' 21" E along said South line and the Easterly projection thereof, a distance of 345.00 feet to a point of intersection with a line 15.00 feet East of and parallel with the East line of said Tract 9; thence N 00° 24' 54" W along said parallel line, a distance of 261.39 feet; thence N 89° 35' 06" E, a distance of 275.00 feet; thence S 00° 24' 54" E, a distance of 359.21 feet to a point of curvature; thence Southerly and Westerly along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 90° 01' 15", an arc distance of 314.23 feet; thence S 89° 36' 21" W, a distance of 378.61 feet to a point of curvature; thence Westerly and Southerly along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 44° 33' 21", an arc distance of 77.76 feet; thence S 45° 03' 00" W, a distance of 535.71 feet; thence N 86° 21' 50" W, a distance of 38.04 feet; thence N 00° 24' 54" W, a distance of 1074.24 feet to the POINT OF BEGINNING.

Containing 633,412 Square Feet / 14.541 Acres, more or less.

BK 24 182 PG 0006

Containing 631,351 Square Feet / 14.494 Acres, more or less.

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

A/K/A Swan's Landing at Regency Lakes.

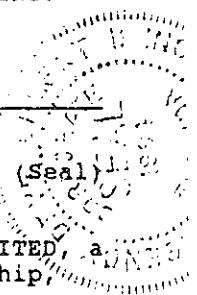
are by these presents added to the Property as described in the Declaration and same shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges, liens and all other provisions of the Declaration, all of which shall run with the ADDITIONAL LANDS and bind all parties having any right, title or interest in the ADDITIONAL LANDS or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has hereby executed this Amendment in its name by its undersigned officers thereunto duly authorized and has affixed its corporate seals hereto all as of the day and year first above written.

REGENCY LAKES, a Florida joint venture

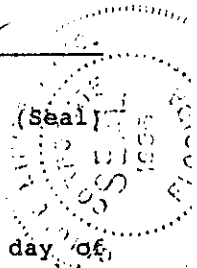
BY: REGENCY DEVELOPMENT II, INC.
a Florida corporation

BY: E.C. Jensen
E.C. Jensen, President



BY: ORIOLE JOINT VENTURE LIMITED, a
Florida limited partnership,
By: ORIOLE LIMITED, INC., a
Florida Corporation, General
Partner

BY: Richard D. Levy
Richard D. Levy, CEO



[Signature]
Witness Landra Wann

[Signature]
Witness Kelli Jo Hodgins

[Signature]
Witness Landra Wann

[Signature]
Witness Kelli Jo Hodgins

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31st day of January 1996, by E.C. Jensen, President of Regency Development II, Inc., and by Richard D. Levy, CEO of Oriole Limited, Inc., a Florida corporation, as General Partner of Oriole Joint Venture Limited, a Florida limited partnership on behalf Regency Lakes, a Florida joint venture.

[Signature]
Notary Public, State of Florida
My Commission Expires:



PREPARED BY AND RETURN TO:
R. Bowen Gillespie, Esquire
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, Florida 33432

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

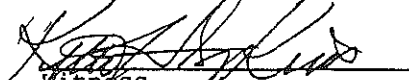
OK 24667PS11833


subject to the restrictions, covenants, servitudes, impositions, easements, charges, liens and all other provisions of the Declaration, all of which shall run with the ADDITIONAL LANDS and bind all parties having any right, title or interest in the ADDITIONAL LANDS or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has hereby executed this Amendment in its name by its undersigned officers thereunto duly authorized and has affixed its corporate seals hereto all as of the day and year first above written.

REGENCY LAKES, a Florida joint venture


Witness Zandra Dawn


Witness Kelli J. Jorgensen


Witness Zandra Dawn

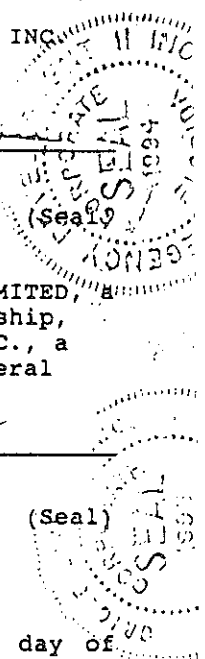

Witness Kelli J. Jorgensen

BY: REGENCY DEVELOPMENT II, INC.,
a Florida corporation

BY: 
E.C. Jensen, President

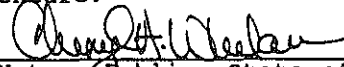
BY: ORIOLE JOINT VENTURE LIMITED,
Florida limited partnership,
By: ORIOLE LIMITED, INC., a
Florida Corporation, General
Partner

BY: 
Richard D. Levy, CEO



STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of December, 1995, by E.C. Jensen, President of Regency Development II, Inc., and by Richard D. Levy, CEO of Oriole Limited, Inc., a Florida corporation, as General Partner of Oriole Joint Venture Limited, a Florida limited partnership on behalf Regency Lakes, a Florida joint venture.


Notary Public, State of Florida
My Commission Expires:



PREPARED BY AND RETURN TO:
R. Bowen Gillespie, Esquire
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, Florida 33432

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

EX 24667 PG 39 1 3

IN WITNESS WHEREOF, the Declarant and Corporation have caused this Amendment to Declaration to be executed and the corporate seals to be affixed hereto, this 13th day of August, 1996.

DECLARANT:

REGENCY LAKES,
a Florida joint venture,

BY: REGENCY DEVELOPMENT II, INC.,
a Florida corporation

BY: E. C. Jensen
E.C. Jensen, President

ATTEST: David Levine
David Levine, Secretary

ORIOLE JOINT VENTURE LIMITED,
a Florida Limited Partnership

BY: Oriole Limited, Inc.,
a Florida Corporation,
Its General Partner

BY: Richard D. Levy
Richard D. Levy, C.E.O.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, E. C. Jensen and David Levine, the President and Secretary, respectively, of REGENCY DEVELOPMENT II, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said Florida corporation.

WITNESS my hand and official seal in the County and State last aforementioned this 13th day of August, 1996.



Cheryl A. Whelan
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

CC 719101707

W/C TRI-COUNTY for: -

Gillespie & Allison, P.A.

1515 S. Federal Hwy. Ste. 300
Boca Raton, FL 33432

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS**

FOR

REGENCY LAKES COMMUNITY

WHEREAS, the Declaration and General Protective Covenants for REGENCY LAKES COMMUNITY ("the Declaration") has been duly recorded in Official Records Book 23288, Page 955, of the Public Records of Broward County, Florida; and

WHEREAS, Section 10.06, Article 10 of the Declaration provides that the Declaration may be amended by the DECLARANT; and

WHEREAS, the DECLARANT desires to amend the Declaration, in order to add Section 10.13 thereto;

NOW, THEREFORE, the undersigned DECLARANT does hereby certify that the following Amendment, providing for the addition of Section 10.13, Article 10 of the Declaration is a true and correct copy of said Amendment, as made and approved by the DECLARANT.

**ADDITION OF SECTION 10.13
TO THE DECLARATION AND GENERAL PROTECTIVE
COVENANTS FOR REGENCY LAKES COMMUNITY**

10.13 Enforcement. This Declaration, the Articles of Incorporation and the Bylaws may be enforced by the Declarant, the Association or an Owner as follows:

a. Breach of any of the covenants contained in the Declaration, Bylaws, or rules and regulations of the Association and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant, an Owner or the Association or their successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

b. The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity with respect to nuisances, either public or private, shall be applicable and may be exercised by the Declarant, an Owner or the Association or their successors-in-interest.

c. The Association shall also have the right to suspend voting rights and the use of the Common Properties.

d. In addition to all other remedies and in the sole discretion of the Board of Governors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, tenants, invitees, or employees to comply with any

0670910170275

THIS INSTRUMENT PREPARED BY:

R. Bowen Gillespie, III, Esq.
Gillespie & Allison, P.A.
1515 S. Federal Highway
Suite 300
Boca Raton, FL 33432

W/C TRI-COUNTY for: -

Gillespie & Allison, P.A.

1515 S. Federal Hwy. Ste: 300
Boca Raton, FL 33432

TENTH AMENDMENT TO THE DECLARATION AND
GENERAL PROTECTIVE COVENANTS FOR
REGENCY LAKES COMMUNITY

THIS TENTH AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR REGENCY LAKES COMMUNITY (this "Tenth Amendment") is made by Regency Lakes, a Florida joint venture ("Declarant").

R E C I T A L S

A. Declarant recorded that certain Declaration and General Protective Covenants for Regency Lakes Community (the "Original Declaration") in Official Records Book 23288, Page 955, of the Public Records of Broward County, Florida respecting the Regency Lakes Community.

B. The Original Declaration has been amended by the following documents (collectively, "Amendments"):

1. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23777 at Page 0567, of the Public Records of Broward County, Florida.
2. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23831 at Page 0432 of the Public Records of Broward County, Florida.
3. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23923 at Page 0488 of the Public Records of Broward County, Florida.
4. Certificate of Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24172 at Page 0346 of the Public Records of Broward County, Florida.
5. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24182 at Page 0002 of the Public Records of Broward County, Florida.
6. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24667 at Page 0834 of the Public Records of Broward County, Florida.
7. Amendment to Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 24667 at Page 0912 of the Public Records of Broward County, Florida.
8. Certificate of Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in

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feature, gymnasium or fitness equipment, and a parking lot. The Corporation Common Areas shall include paved roads (which may be used by Declarant for construction purposes without charge or liability) and Conservation Areas.

3.4. The defined term "Declarant" in Section 1.06 in Article 1 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

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

3.5. The defined term "Declaration" in Section 1.07 in Article 1 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

"Declaration" shall mean the Original Declaration, the Amendments, and this Tenth Amendment together with all future amendments and modifications thereof.

3.6. The definition of "Dwelling Unit" in Section 1.08 of Article 1 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

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

3.7. Section 1.12 of Article 1 of the Original Declaration (Definition of "Land Segment") is hereby deleted in its entirety. All references to Land Segment(s) throughout the Declaration are likewise deleted.

3.8. The definition of "Operating Expenses" in Section 1.18 of Article 1 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

"Operating Expenses" shall mean all costs and expenses of Corporation and the Corporation Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Corporation; all amounts required to maintain the Surface Water Management System; all amounts payable pursuant to any of the Governing Documents; the costs and expenses incurred by the Corporation in fulfilling its obligations under the Declaration; amounts payable to a service provider for telecommunication services furnished to all Owners; utilities; taxes; insurance; bonds; Monitoring System

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

5. Section 2.01 of Article 2 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

General Plan for Development.

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

6. Section 2.02 of Article 2 of the Original Declaration is hereby amended to delete the reference to Section 1.03 and replace the same with a reference to Section 1.02.

7. Section 2.03 of Article 2 of the Original Declaration provides that the Declarant may record a Supplement to identify Committed Property. This Tenth Amendment is a Supplement and the real property described in Exhibit 1 is all of the Committed Property subject to the Declaration.

8. Section 2.04(e) of Article 2 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

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

9. Section 3.02 of Article 3 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

Architectural Control.

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

b. General Plan. It is the intent of the Declaration to create a general plan and scheme of development of Regency Lakes Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Regency Lakes Community by Owners other than Declarant, or their respective nominees. The ACC shall

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

Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

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

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

Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such

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

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

m. Inspection. There is specifically reserved to Corporation and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Regency Lakes Community for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Design Standards.

n. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Corporation or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Corporation or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Corporation is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Design Standards, by any legal or equitable remedy.

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

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

q. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Dwelling Unit by other than Declarant, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

Casualty Construction to Improvements.

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

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

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

14. The second sentence of Section 3.29(a) of the Original Declaration is hereby deleted in its entirety.

15. Section 3.29(b) is hereby deleted in its entirety and replaced with the following:

Declarant may build condominiums, in its sole discretion, within the Committed Property.

Unit is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Dwelling Unit. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Dwelling Unit cannot be exercised.

Multiple Individuals. If a Dwelling Unit is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Dwelling Unit. In the event that there is a conflict among such individuals, the Voting Interest for such Dwelling Unit cannot be exercised.

Liability of Corporation. Corporation may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Corporation, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Corporation acts in good faith, Corporation shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Corporation permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

18. Section 5.03 of Article 5 of the Original Declaration is hereby deleted in its entirety.

19. Article 6 of the Original Declaration is hereby deleted in its entirety and replaced with the following language:

ARTICLE 6
ASSESSMENTS

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

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

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

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

HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED. In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Expenses or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

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

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

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

a. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

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

c. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The

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

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

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

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

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

7.15 Rights to Pay Assessments and Receive Reimbursement. Association, Declarant, and any Institutional Mortgagee of a Dwelling Unit shall have the right, but not the obligation, jointly

ARTICLE 13
WAIVER OF TRIAL BY JURY

BY ACCEPTANCE OF A DEED, EACH OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CORPORATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A DWELLING UNIT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT REGENCY LAKES COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

ARTICLE 14
MISCELLANEOUS

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

14.02 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Corporation shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

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

REGENCY LAKES COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF REGENCY LAKES COMMUNITY AND THE VALUE THEREOF; AND

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

THE PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE CORPORATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

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

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

b. Development Order as set forth in instrument recorded in Official Records Book 15794, Page 249; as modified in Official Records Book 20006, Page 335 and Official Records Book 22105, Page 702 and Corrective Notice as recorded in Official Records Book 23469, Page 457, ALL of the Public Records of Broward County, Florida.

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

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

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

24230, Page 574, and amended in Official Record Book 24230, Page 577, and further amended in Official Record Book 25165, Page 588 ALL of the Public Records of Broward County, Florida.

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

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

t. Easements, private charges and assessments, restrictions and conditions contained in that certain Declaration of Restrictions for Swan's Landing dated January 31, 1996 and recorded March 28, 1996 in Official Record Book 24667, Page 836 and amended in Official Record Book 25165, Page 582 ALL of the Public Records of Broward County, Florida.

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

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

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

b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

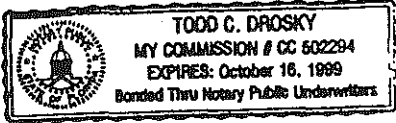
Without limiting the foregoing, upon the Turnover Corporation Date Corporation shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Original Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

STATE OF FLORIDA)
COUNTY OF BROWARD)

SS.: _____

The foregoing instrument was acknowledged before me this 25 day of April, 1997 by E.C. Jensen as President and David Levine as Secretary of Regency Development II, Inc., a Florida corporation, as Joint Venturer of Regency Lakes, a Florida joint venture, who are personally known to me or who produced FL. Drivers License as identification, on behalf of the corporation.

My commission expires:



[Signature]

NOTARY PUBLIC, State of Florida
at Large

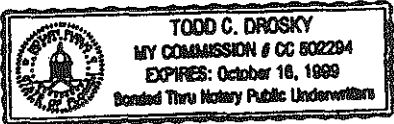
Print name: Todd C. Drosky

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.: _____

The foregoing instrument was acknowledged before me this 25 day of April, 1997 by Richard D. Levy as Chairman and Executive Officer of Oriole Limited, Inc., a Florida corporation as General Partner of Oriole Joint Venture Limited, a Florida Limited Partnership, a Joint venture partner of Regency Lakes, who is personally known to me or who produced FL. Drivers License as identification, on behalf of the corporation.

My commission expires:



[Signature]

NOTARY PUBLIC, State of Florida
at Large

Print name: Todd C. Drosky

BK26401PG0381

Property Purpose: Roadway, Drainage and Utility Tract.

NOTES:

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

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

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

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

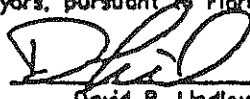
Said lands situate in the City of Coconut Creek, Broward County, Florida.

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

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

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on July 10, 1986. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Chapter 61G17-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.


David P. Lindley, P.L.S.
Reg. Land Surveyor #5005
State of Florida LB #3581

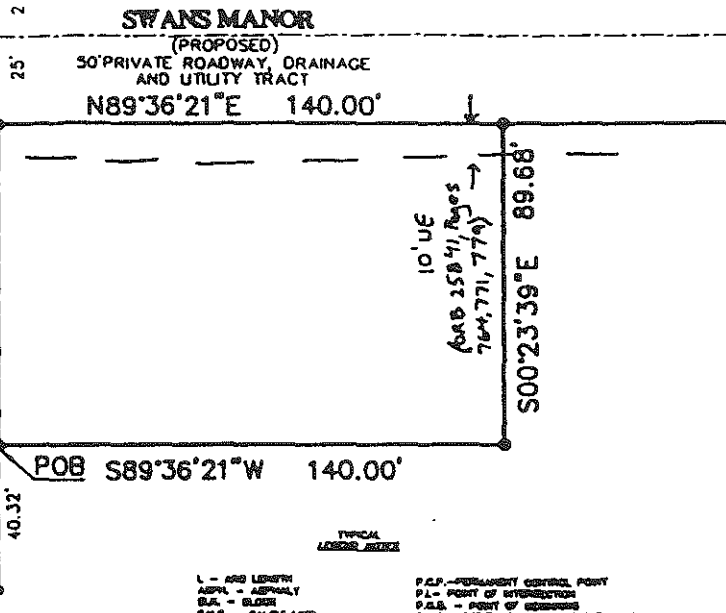
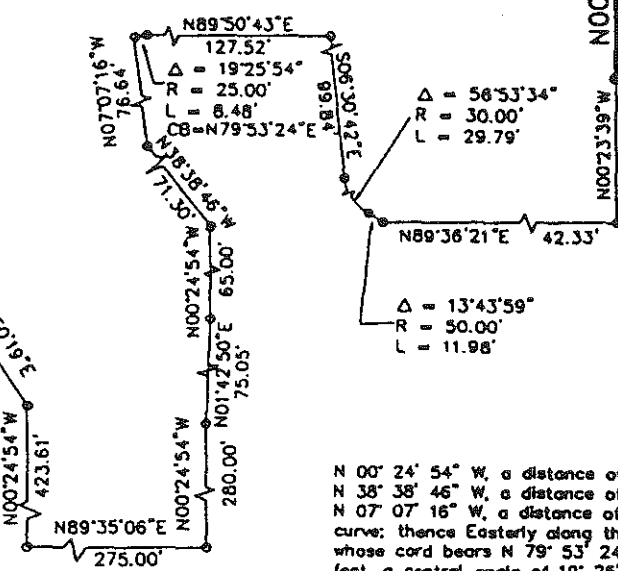
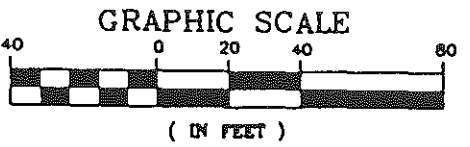
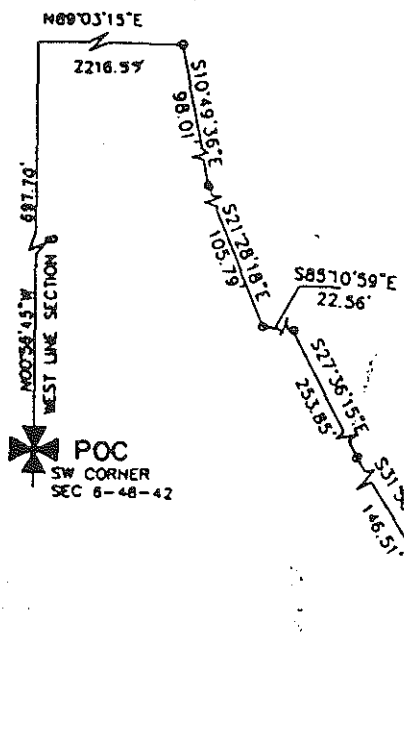
SHEET 2 OF



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

REVISIONS

DATE 7/9/86
SCALE AS SH
DRAWN BY DPL
CHECKED BY TMM
P.L.S. N/A



- TYPICAL ABBREVIATIONS**
- | | |
|-----------------------|-----------------------------------|
| L - LINE LENGTH | P.C.P. - PERMANENT CONTROL POINT |
| ASPH. - ASPHALT | P.I. - POINT OF INTERSECTION |
| B.A. - BLOCK | P.O.B. - POINT OF BEGINNING |
| C.A. - CALCULATED | P.O.C. - POINT OF COMMENCEMENT |
| COR. - CORNER | P.O.P. - POINT OF RECOMMENCEMENT |
| C.S. - CURVE SCHEDULE | P.P. - PERMANENT REFERENCE CORNER |
| E.S. - EASEMENT | PROP. - PROPOSED |
| E.P. - EASEMENT POINT | P.T. - POINT OF TANGENCY |
| E.S. - EASEMENT | R - RADIUS |
| E.S. - EASEMENT | R/O - RIGHT-OF-WAY |
| E.S. - EASEMENT | R/S - RADIUS |
| E.S. - EASEMENT | S.O. - SECTION |
| E.S. - EASEMENT | T.B. - TANGENT BEARING |
| E.S. - EASEMENT | T.P. - TANGENT POINT |
| E.S. - EASEMENT | U.E. - UTILITY EASEMENT |
| E.S. - EASEMENT | U.L. - UTILITY LINE |
| E.S. - EASEMENT | OR - OTHER RECORD |

LEGAL DESCRIPTION (POD K)

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

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

N 00° 24' 54" W, a distance of 65.00 feet; thence N 38° 38' 46" W, a distance of 71.30 feet; thence N 07° 07' 16" W, a distance of 76.64 feet to a point on a curve; thence Easterly along the arc of a curve to the right whose cord bears N 79° 53' 24" E, having a radius of 25.00 feet, a central angle of 19° 25' 54", and arc distance of 8.48 feet to a point of tangency; thence N 89° 50' 43" E, a distance of 127.52 feet; thence S 06° 30' 42" E, a distance of 89.84 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 56° 53' 34", and arc distance of 29.79 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 13° 43' 59", and an arc distance of 11.98 feet to a point; thence N 89° 36' 21" E, a distance of 42.33 feet; thence thence N 00° 23' 39" W, a distance of 40.32 feet; to the POINT OF BEGINNING; thence continue N00° 23' 39" W, a distance of 89.68 feet; thence N89° 36' 21" E, a distance of 140.00 feet; thence S00° 23' 39" E, a distance of 89.68 feet; thence S89° 36' 21" W, a distance of 140.00 feet to the POINT OF BEGINNING

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

NOTES:

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

CERTIFICATE:

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

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

DATE	10-20-
SCALE	1" = 40'
DRN. BY	I.M.M.
CHK. BY	D.P.L.
F.L.D. BK.	N/A
PAGE	N/A
JOB NO.	2228

REVISIONS	
REVISED LEGAL	3/17/97
REVISED	11/21/97

CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmetto Park Road - Suite 100A
Boca Raton, Florida 33433 (407) - 397-1991

REGENCY LAKES - CONSERVATION AREA (4)
SKETCH OF DESCRIPTION

NOTES:

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

DESCRIPTION: (LAKE NO. 1)

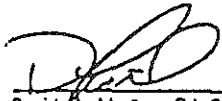
A portion of Parcel "A", "REGENCY LAKES AT COCONUT CREEK", according to the plat thereof, as recorded in Plat Book 157, Page 23 of the Public Records of Broward County, Florida being more particularly described as follows:

COMMENCE at the most Northerly Northwest corner of said Parcel "A"; thence N 89° 36' 21" E along the North line thereof, a distance of 750.00 feet; thence S 00° 24' 54" E, a distance of 497.47 feet to the POINT OF BEGINNING; thence N 89° 36' 21" E, a distance of 243.07 feet; thence N 82° 09' 49" E, a distance of 96.29 feet; thence N 89° 36' 21" E, a distance of 211.40 feet; thence S 00° 09' 22" E, a distance of 128.98 feet; thence S 09° 42' 39" E, a distance of 180.94 feet; thence S 00° 09' 22" E, a distance of 106.11 feet; thence S 15° 24' 06" W, a distance of 74.16 feet to a point of intersection with a curve; thence Westerly along the arc of a curve to the left whose radius point bears S 15° 24' 06" W, having a radius of 87.00 feet, a central angle of 13° 42' 03", an arc distance of 16.02 feet to a point of tangency; thence N 88° 17' 57" W, a distance of 89.24 feet; to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the right whose radius point bears N 84° 12' 34" E, having a radius of 250.00 feet, a central angle of 18° 21' 43", an arc distance of 80.12 feet to a point of tangency; thence N 12° 34' 17" E, a distance of 115.23 feet; thence N 47° 59' 02" W, a distance of 113.20 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 25° 48' 21", an arc distance of 78.72 feet to a point of tangency; thence N 73° 45' 23" W, a distance of 25.82 feet; thence S 89° 35' 06" W, a distance of 145.87 feet; thence S 80° 21' 14" W, a distance of 14.13 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 33° 29' 13", an arc distance of 102.28 feet to a point of tangency; thence S 46° 52' 01" W, a distance of 78.49 feet; thence N 00° 24' 54" W, a distance of 252.53 feet, to the POINT OF BEGINNING.

Containing 2.1121 Acres, more or less.

CERTIFICATE:

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


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

SHEET 2 OF 2

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

REVISIONS

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

REGENCY LAKES LAKE NO. 1

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

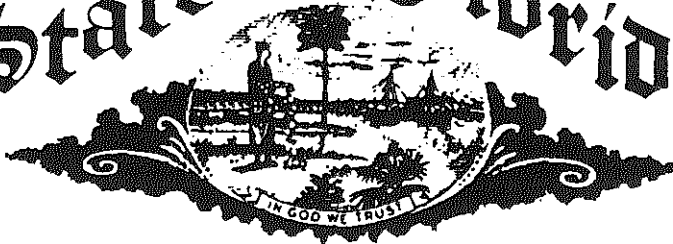
5. Paragraphs A and B of ARTICLE X of the Articles of Incorporation of REGENCY LAKES COMMUNITY ASSOCIATION, INC. are deleted and replaced with the following:

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

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

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

19
State of Florida



Department of State

↓
GOLDBERG, YOUNG & GRAVENHIST, P.A.
1630 North Federal Highway
P.O. Box 23890
Fort Lauderdale, Florida 33397

↑
WILL CALL

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

The document number of this corporation is N94000003895.

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



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

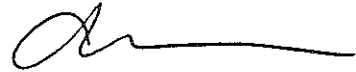
UNCLASIFIED

51*

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 23rd day of April, 1997.



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

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

The annual members meeting shall be at such time and place as determined by the Board of Governors and as required by applicable law.

6. Section 4 of Article X is amended to replace the words "one-third (1/3)" with "one-quarter (1/4)."

7. Article XV entitled Gender shall be renumbered to be Article XVI.

IN WITNESS WHEREOF, David Levine has caused this Certificate to be executed this 30th day of April, 1997.

WITNESSES:

[Signature]
Print name: Margaret G. Pita

[Signature]
Print name: Jill A. Spive

By: [Signature]
David Levine
2826 UNIVERSITY DR
CORAL SPRINGS, FL 33065

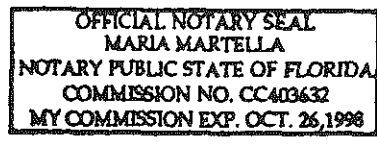
STATE OF FLORIDA)
COUNTY OF Broward) SS.:

The foregoing instrument was acknowledged before me this 30th day of April, 1997 by David Levine as Secretary of Regency Lakes Community Association, Inc., who is personally known to me or who produced driver's license as identification, on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print name: _____



BK26401PG0416

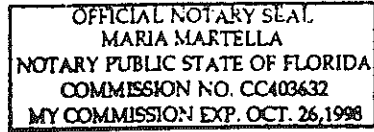
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 30th day of April, 1997 by Richard D. Levy as Chairman and Executive Officer of Oriole Limited, Inc., a Florida corporation as General Partner of Oriole Joint Venture Limited, a Florida Limited Partnership, a Joint venture partner of Regency Lakes, who is personally known to me or who produced driver's lic as identification, on behalf of the corporation.

My commission expires:

Maria Martella
NOTARY PUBLIC, State of Florida
at Large

Print name: _____



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

BK26401PG0418

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REGENCY LAKES COMMUNITY ASSOCIATION, INC.

DESIGN STANDARDS

PREAMBLE

The Declaration and General Protective Covenants for Regency Lakes Community (as amended, the "Declaration") provides for an Architectural Control Committee (the "ACC"). The Declaration also provides that the ACC shall, from time to time, adopt written rules and regulations of general application governing its procedures. Lennar Homes, Inc., as Declarant under the Declaration, has appointed the ACC and in accordance with the duties and obligations imposed upon the ACC by the Declaration, the ACC hereby adopts the following rules and regulations governing its procedures, which shall be known as these Design Standards.

1. The Architectural Control Committee.

1.1 Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.

1.2 Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fountain, statue, fence, wall, swimming pool, tennis court, screen enclosure, exterior paint or finish, hurricane protection, pet house, swale, sewer, drain, disposal system, decorative building, landscape device, tree, landscaping, or object, recreational or other external lighting, or any other improvement of any kind shall be commenced, erected, placed or maintained upon any Plot, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to, and evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with these Design Standards of Corporation.

1.3 ACC Membership. The ACC has three (3) members.

1.4 Powers and Duties of the Committee. The ACC shall have the following powers and duties:

1.4.1 Amendments to Design Standards. To recommend from time to time to the Board modifications and/or amendments to these Design Standards. Any modifications or amendments to these Design Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Declarant. Notice of any modification or amendment to these Design Standards, including a verbatim copy of such change or modification, shall be posted within Regency Lakes Community, provided, however, the posting of notice of any modification or amendment to these Design Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

1.4.2 Right to Approve or Disapprove. To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Plot and to approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. All decisions of the ACC shall be submitted in writing to the Board, and evidence thereof shall be made by a certificate in recordable form, executed under seal by the President or any Vice President of Corporation. Any party aggrieved by a decision of the ACC shall have the right to make a

1.5.1.3 Building Materials. The ACC may also require submission of samples of building materials and colors proposed to be used.

1.5.2 Incomplete Application or Supplemental Information Required. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

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

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

1.5.5 Appeal to Board. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

2. The Criteria.

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

2.2 Time for Completion. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

2.3 Variances. Corporation or ACC shall have the power to grant variances from any requirements set forth in the Declaration or from these Design Standards, on a case by case basis, provided

plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material.

2.12 Window Frames. Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. Wood frames must be painted, sealed or stained.

2.13 Front, Rear and Side Facades. The treatment of the rear and side facade will be similar to that of the front elevations of the Dwelling Unit and similar materials will be used.

2.14 Garages. No carports will be permitted unless approved by the ACC. If a Dwelling Unit will not have a functioning garage, as herein permitted, the facade of the garage shall comply with the applicable provisions of this Section. Garage doors may be changed to have embossed facing and shall contain lights only in the upper panels of the garage door. All garage doors must be color compatible with the Dwelling Unit exterior.

2.15 Driveway Construction. All Dwelling Units shall have a driveway of stable and permanent construction on an approved base. Prior approval for other materials must be obtained from the ACC. A sample of the requested material to be used must be submitted at the time of application for change. All requests for the extension or modification of a driveway must be submitted to the ACC with an application. These rules pertaining to driveways shall also pertain to walkways and private cart paths.

2.16 Signs. The following signs shall be permitted:

2.16.1 Such signs as Corporation shall establish as being necessary for purposes of orientation, directional, or traffic control.

2.16.2 Such signs as are presently authorized to developers and builders until such time as the lots are sold.

2.16.3 A pool builder may place a sign as needed for permit purposes during construction of a pool. Such sign must be removed immediately upon completion of construction.

2.16.4 Owners shall not display or place any sign of any character including "for rent" or "for sale" signs in the Corporation Common Areas. An Owner may display one 8" x 6" or smaller "for sale" or "for rent" sign within the boundaries of the lot comprising his Dwelling Unit. No other signs shall be permitted without the prior approval of the ACC.

2.16.5 No other signs of any kind shall be displayed in the public view on any property within Regency Lakes Community and all Owners of property subject to these Design Standards do hereby grant to Corporation and the ACC, the right to enter upon their property for the purpose of removing any unauthorized signs.

2.17 Games, Play Structures and Recreational Equipment. No basketball-backboard, swing set, gym, sand box, nor any other fixed or portable game or play structure, including, without limitation, portable goals, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Plot located within the sight of the street or of any neighboring properties. All such structures must have the prior written approval of the ACC.

other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Plot or from neighboring properties.

2.22 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Plot at any time as a Dwelling Unit either temporary or permanently.

2.23 Window Air Conditioning. No window or wall air conditioning units shall be permitted unless flush with the Dwelling Unit exterior and if lower than six (6) feet from ground level, screened by approved landscaping. No window and wall air conditioning unit shall be placed at the front of any Dwelling Unit. Any such window and wall air conditioning units must obtain the prior written approval of the ACC.

2.24 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Plot unless and until the size, location, design and type of material for said house or receptacle shall have been approved by the ACC, provided however, that Declarant reserves the right, to be exercised at its option, to provide each mailbox and post to be used on each Plot. If and when the United States mail service or the newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to Dwelling Units, each Owner, on the request of the ACC, shall replace the boxes or receptacles previously employed for such purpose with the wall receptacles attached to Dwelling Units.

2.25 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on exterior of a structure will be permitted other than originally installed by Declarant.

2.26 Antenna and Flags. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior approval of the ACC. The ACC may require that all such items be screened from view. A flagpole for the display of the American flag only may be permitted if approved by the ACC. An approved flagpole may not be used as an antenna. Eighteen inch (18") satellite dishes may be placed below the roof line in rear of the Dwelling Unit with the prior approval of the ACC.

2.27 Additions. Rain water from a new addition roof or new grade of Plot terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patterns on the lot comprising the Dwelling Unit so as not to adversely affect drainage in any other portion of the community.

2.28 Awnings. Awnings are only permitted at the rear of Dwelling Units. All awnings and shutters must be approved by the ACC and must be color compatible with exterior of the Dwelling Unit.

2.29 Doors. The replacement of exterior doors must be color compatible with the exterior of the Dwelling Unit. All exterior entrance doors must be compatible with the neighborhood.

2.30 Glass Block. The use of glass block on an existing Dwelling Unit or the use of glass block in an addition to an existing Dwelling Unit or the use of glass block in the construction of a new Dwelling Unit, will be limited to use on sides or rear of

pursuant thereto. Each applicant submitting plans or specifications to the ACC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ACC, Corporation, or Declarant owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ACC, Corporation, and Declarant from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the ACC shall not constitute a warranty or approval as to, and no member or representative of the ACC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Corporation, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

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

7.1 Miscellaneous. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Regency Lakes Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Corporation Common Areas and other such areas in Regency Lakes Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Regency Lakes Community and no construction materials shall be stored in Regency Lakes Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Corporation Common Areas or other Dwelling Units in Regency Lakes Community or be placed anywhere outside of the Dwelling Unit upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Design Standards. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event an Owner fails to comply with the foregoing, the ACC shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such removal.

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

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

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

APPROVAL OF ARCHITECTURAL
CONTROL COMMITTEE

APPROVAL OF BOARD OF GOVERNORS

Name: Mitchell A. Cox
Date: _____

Name: Mitchell A. Cox
Date: _____

Name: Anthony Seijas
Date: _____

Name: Anthony Seijas
Date: _____

Name: Gregory Blair
Date: _____

Name: Gregory Blair
Date: _____

APPROVAL OF DECLARANT

LENNAR HOMES, INC.

By: _____
Name: Michael D. Hutchison
Title: Vice President
Date: _____

APPLICATION FOR ARCHITECTURAL CONTROL COMMITTEE REVIEW

(Please Press Firmly)

Use deliver or mail this form with required plans and specifications to:

ARCHITECTURAL CONTROL COMMITTEE
 WINDY LAKES COMMUNITY ASSOCIATION, INC.
 Pulte Homes, Inc.
 100 State Road 84
 Windy Lake, Florida 33324

Name of Owner(s):		
Street Address:		
Community:	Lot:	Block:
Phone:	Day Phone:	Evening Phone:

Approval is hereby requested for the following modification(s), addition(s), and/or alterations as described below and on attached pages:

Type (check applicable box and/or describe below):

- | | | |
|---|--|---|
| Addition
Doors Identical
Doors New
Driveway New
Driveway Reseal Identical
Exterior
Exterior Identical
Exterior Paint Identical Color | <input type="checkbox"/> Garage Door
<input type="checkbox"/> Hurricane Shutters
<input type="checkbox"/> Landscaping
<input type="checkbox"/> Other
<input type="checkbox"/> Patio
<input type="checkbox"/> Play Structure
<input type="checkbox"/> Pool
<input type="checkbox"/> Roof Identical | <input type="checkbox"/> Roof Repair
<input type="checkbox"/> Satellite 18"/Antenna
<input type="checkbox"/> Screening Identical
<input type="checkbox"/> Screening/Enclosure New
<input type="checkbox"/> Solar Collectors
<input type="checkbox"/> Tennis Court
<input type="checkbox"/> Wall/Fence
<input type="checkbox"/> Window Treatments |
|---|--|---|

THIS IS A RE-SUBMITTAL Yes No

Additional Information: _____

Please Check the Appropriate Boxes:

- | | |
|--|--|
| <input type="checkbox"/> Initial Plans and/or Specifications Attached
<input type="checkbox"/> Revised Plans and/or Specifications Attached
<input type="checkbox"/> Drainage Surface Water Plan Attached
<input type="checkbox"/> Grading Plan Attached
<input type="checkbox"/> Tree Survey Attached
<input type="checkbox"/> Lot Survey Attached | <input type="checkbox"/> Color Plan/Samples Attached
<input type="checkbox"/> Materials Designation Plan/Samples Attached
<input type="checkbox"/> Plans Sealed and Signed by Professional
<input type="checkbox"/> Plans Signed by Owner
<input type="checkbox"/> Proposed Improvement Contract Attached
<input type="checkbox"/> Fee Enclosed (the greater of \$25 or 1% of improvement cost) |
|--|--|

Time for Completion of Improvements:	Anticipated Commencement Date:
Owner's Signature:	Owner's Signature:

(FOR ACC USE ONLY)

Application Received _____ Date of Approval/Disapproval _____

Approved Disapproved

(Architectural Control Committee)

Approval is subject to the following:
 You are responsible for obtaining any necessary permits from the appropriate Building and Zoning Department(s)
 Access to areas of construction are only to be allowed through your property, and you are responsible for any damages done to the Common Areas during construction.

Reason of Disapproval _____

TOTAL RESERVES PAYABLE BY ALL DWELLING UNITS WITHIN THE COMMUNITY	MONTHLY	ANNUALLY
ENTRANCE FEATURE/GATEHOUSE/ FOUNTAIN PUMP/MARCITE	\$9.52	\$114.29
ENTRANCE FEATURE/GATEHOUSE/ PAINTING	25.64	307.69
ENTRANCE FEATURE/GATEHOUSE/ ROOF	11.11	133.33
PAVING/SEALING	208.33	2,500.00
POOL MARCITE	47.62	571.43
RECREATION CENTER/FACILITIES ¹⁴	156.25	1,875.00
RECREATION CENTER/ROOF	69.44	833.33
WALLS AND FENCES ¹⁵	55.56	666.67
TOTAL RESERVES	\$583.48	\$7,000.17
PAYABLE BY EACH DWELLING UNIT	\$.81	\$9.72

DESCRIPTION OF RESERVES FOR ALL DWELLING UNITS

RESERVE DEPRECIATION	REMAINING USEFUL LIFE (YEARS)	REPLACEMENT COST	PRESENT RESERVE BALANCE
ENTRANCE FEATURE/ GATEHOUSE/ FOUNTAIN PUMP/MARCITE	7	\$800.00	0
ENTRANCE FEATURE/ GATEHOUSE/ PAINTING	6.5	2,000.00	0
ENTRANCE FEATURE/ GATEHOUSE/ ROOF	15	2,000.00	0
PAVING/SEALING	20	50,000.00	0
POOL MARCITE	7	4,000.00	0
RECREATION CENTER/FACILITIES	8	15,000.00	0
RECREATION CENTER/ROOF	15	12,500.00	0
WALLS AND FENCES	15	10,000.00	0
TOTAL RESERVES	0	\$96,300.00	0

TOTAL ASSESSMENTS PAYABLE PER DWELLING UNIT	MONTHLY	ANNUALLY
ASSESSMENTS	\$57.07	\$684.78
RESERVES	.81	9.72
TOTAL ASSESSMENTS PER MONTH	\$57.88	\$694.50

**REGENCY LAKES
COMMUNITY ASSOCIATION, INC. ¹
1998 ESTIMATED OPERATING BUDGET ²
FOR PERIOD MARCH 1, 1998 THROUGH DECEMBER 31, 1998 ³
Based on 717 Lots ⁴**

DESCRIPTION	MONTHLY	ANNUALLY ⁵
ACCESS CONTROL (SEE NOTE 6)	\$5,916.67	\$71,000.00
ANNUAL REVIEW, TAX PREPARATION	83.33	1,000.00
BULK ALARM MONITORING (SEE NOTE 7)	7,980.25	95,763.00
BULK CABLE SERVICE (SEE NOTE 8)	11,166.67	134,000.00
COMMON LANDSCAPE MAINTENANCE (SEE NOTE 9)	6,808.00	81,696.00
COMMON REPAIR & MAINTENANCE	200.00	2,400.00
CORPORATE ANNUAL REPORT	25.00	300.00
ELECTRICITY (SEE NOTE 10)	2,666.67	32,000.00
GATED ENTRY MAINTENANCE	75.00	900.00
GATEHOUSE TELEPHONE	100.00	1,200.00
INSURANCE (LIABILITY AND PROPERTY)	500.00	6,000.00
IRRIGATION MAINTENANCE	400.00	4,800.00
JANITORIAL SERVICE/SUPPLIES	1,000.00	12,000.00
LAKE MAINTENANCE	915.00	10,980.00
LANDSCAPE REPLACEMENT	766.67	9,200.00
MANAGEMENT FEES (SEE NOTE 11)	3,585.00	43,020.00
MISCELLANEOUS	41.67	500.00
OFFICE SUPPLIES, PRINTING AND POSTAGE	158.33	1,900.00
POOL/FOUNTAIN REPAIRS	108.33	1,300.00
POOL/FOUNTAIN SERVICE	416.67	5,000.00
POOL/SPA FUEL (SEE NOTE 12)	1,000.00	12,000.00
PRESERVE REPORTING AND MONITORING	750.00	9,000.00
PROFESSIONAL FEES	58.33	700.00
PROPERTY TAXES	183.33	2,200.00
RECREATION CENTER/PEST CONTROL	25.00	300.00
RECREATION CENTER/STAFF (SEE NOTE 13)	N/A	N/A
RECREATION CENTER/SUPPLIES (SEE NOTE 14)	50.00	600.00
RECREATION CENTER/TRASH	158.33	1,900.00
WATER/SEWER	600.00	7,200.00
TOTAL FOR ALL LOTS	\$45,738.25	\$548,859.00
ASSESSMENTS PAYABLE BY EACH LOT (SEE NOTE 15)	\$63.79	\$765.49

DESCRIPTION OF RESERVES	MONTHLY	ANNUALLY
ENTRANCE FEATURE/GATEHOUSE/ FOUNTAIN PUMP/MARCITE	\$10.32	\$123.81
ENTRANCE FEATURE/GATEHOUSE/PAINTING	27.97	335.66
ENTRANCE FEATURE/GATEHOUSE/ROOF	11.51	138.10
PAVING/SEALING	213.82	2,565.79
POOL MARCITE	51.59	619.05
RECREATION CENTER/FACILITIES	167.41	2,008.93
RECREATION CENTER/ROOF	71.93	863.10
WALLS AND FENCES	57.54	690.48
RESERVES PAYABLE BY EACH LOT	\$0.85	\$10.24

TOTAL ASSESSMENTS AND RESERVES PAYABLE PER LOT	MONTHLY	ANNUALLY
ASSESSMENTS	\$63.79	\$765.49
RESERVES	0.85	10.24
TOTAL ASSESSMENTS AND RESERVES	\$64.64	\$775.74

REGENCY LAKES COMMUNITY ASSOCIATION
FOOTNOTES TO ADOPTED 1998 BUDGET

1. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Declaration of Restrictions for the Regency Lakes Community, as amended (the "Declaration"). Each Owner should consult the Declaration and its exhibits for a more complete description of Assessments.
2. This 1998 Estimated Operating Budget is projected; therefore, it is possible that actual Assessments may be less than or greater than projected.
3. For the period January 1, 1998 through February 28, 1998, the 1997 Estimated Operating Budget controls.
4. This Estimated Operating Budget is based on 717 Dwelling Units, although it is possible that Regency Lakes will include 1099 Dwelling Units or more. On September 30th of each year the Association shall determine each Owner's pro rata share; provided, however, in no event shall an Owner's pro rata share be greater than 1/717 unless Regency Lakes contains less than 717 Dwelling Units when completed. Under the Declaration, Declarant has the option to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of Monthly Assessments against Owners or to pay Monthly Assessments on Dwelling Units owned by Declarant.
5. Although this Budget only covers a ten (10) month period, all figures are shown as if this Budget covers a twelve (12) month period. PLEASE NOTE THAT ASSOCIATION WILL ONLY RECEIVE TEN-TWELFTHS (10/12) OF THE ANNUAL AMOUNT.
6. Presently, the gatehouse is manned with 1 guard for 13 hours per day.
7. This line item is based on a contract rate of \$10.50 per Dwelling Unit per month plus taxes of 6%.
8. This line item is based on a bulk rate at \$13.50 per Dwelling Unit per month plus franchise fees of 5% and sales tax of 6%.
9. This line item includes Corporation Common Area grass mowing, weeding, tree trimming, and pest control; each Neighborhood Association may be responsible for additional landscaping not included in the Community Association's budget. The contract rate is \$6,194.25 per month. In addition there will be one extra lawn cutting in the summer months at a cost of \$2,565.00. Lawn and shrub spraying will be done six times this year at a cost of \$4,800.00 for the year.
10. This line item includes the electricity for the street lights, sprinkler pump, recreation area, lights, fountain in entrance feature, clock tower, and gatehouse.
11. The management fees are based on full occupancy of Regency Lakes. The fee is \$5.00 per Dwelling Unit per month and actual fees are based on occupancy.
12. The pool and spa are heated by gas.
13. Presently, there is no staff trainer for the gym in the Community Recreation Center; however, the Association reserves the right to provide a staff trainer or other personnel in the future.
14. Supplies for the Recreation Center include the pool signs, tennis court nets, pump system repairs and other necessary items.
15. For purposes of this Proposed Operating Budget, there are 717 Dwelling Units.
16. This is an estimate on average years and costs for the following Community Recreation Center facilities: carpet, fixtures, tennis court, refrigerator, lighting, etc.
17. This entry includes the Corporation Common Area fencing of Pod K/L (Swan's Landing) and all fencing and walls in Corporation Common Area landscape areas.

8. Certificate of Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 25273 at Page 0295 of the Public Records of Broward County, Florida.

9. Certificate of Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 25273 at Page 0298 of the Public Records of Broward County, Florida.

10. Tenth Amendment to the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 26401 at Page 0357 of the Public Records of Broward County, Florida (the "Tenth Amendment").

C. When Regency Lakes prepared the Tenth Amendment, it inadvertently failed to reference the real property subject to the Declaration of Restrictions for Sandpiper Landing recorded in Official Records Book 25322 at Page 0571 of the Public Records of Broward County, Florida (the "Sandpiper Property") described on Exhibit 1 attached hereto and made a part hereof as part of the Committed Property, although the Sandpiper Property has always been and remains to be subject to the Original Declaration and the Amendments.

D. Declarant desires to clarify that the Committed Property includes the Sandpiper Property.

NOW THEREFORE, Declarant does hereby declare that all of the real property known as Regency Lakes Community is subject to the Original Declaration, the Amendments, and this Eleventh Amendment, all of which are covenants running with the land, and the following amendment is true and correct, and is made and approved by the Declarant.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Eleventh Amendment.

2. Conflicts. In the event that there is a conflict between this Eleventh Amendment and the Original Declaration as amended by the Amendments, this Eleventh Amendment shall control. Whenever possible, this Eleventh Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified hereby, the Original Declaration as amended by the Amendments shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, unless otherwise provided herein.

4. Sandpiper Property. Exhibit 1 to the Tenth Amendment, which describes the Committed Property, is hereby supplemented to include the Sandpiper Property as part of the Committed Property.

5. Covenant Running With the Regency Lakes Community. This Eleventh Amendment shall be a covenant running with all of the Regency Lakes Community.

IN WITNESS WHEREOF, Declarant has caused this Eleventh Amendment to be executed this 26th day of September, 1997.

WITNESSES:

Print name: MARIE A. BUDY

Print name: ARTHUR J. JONES

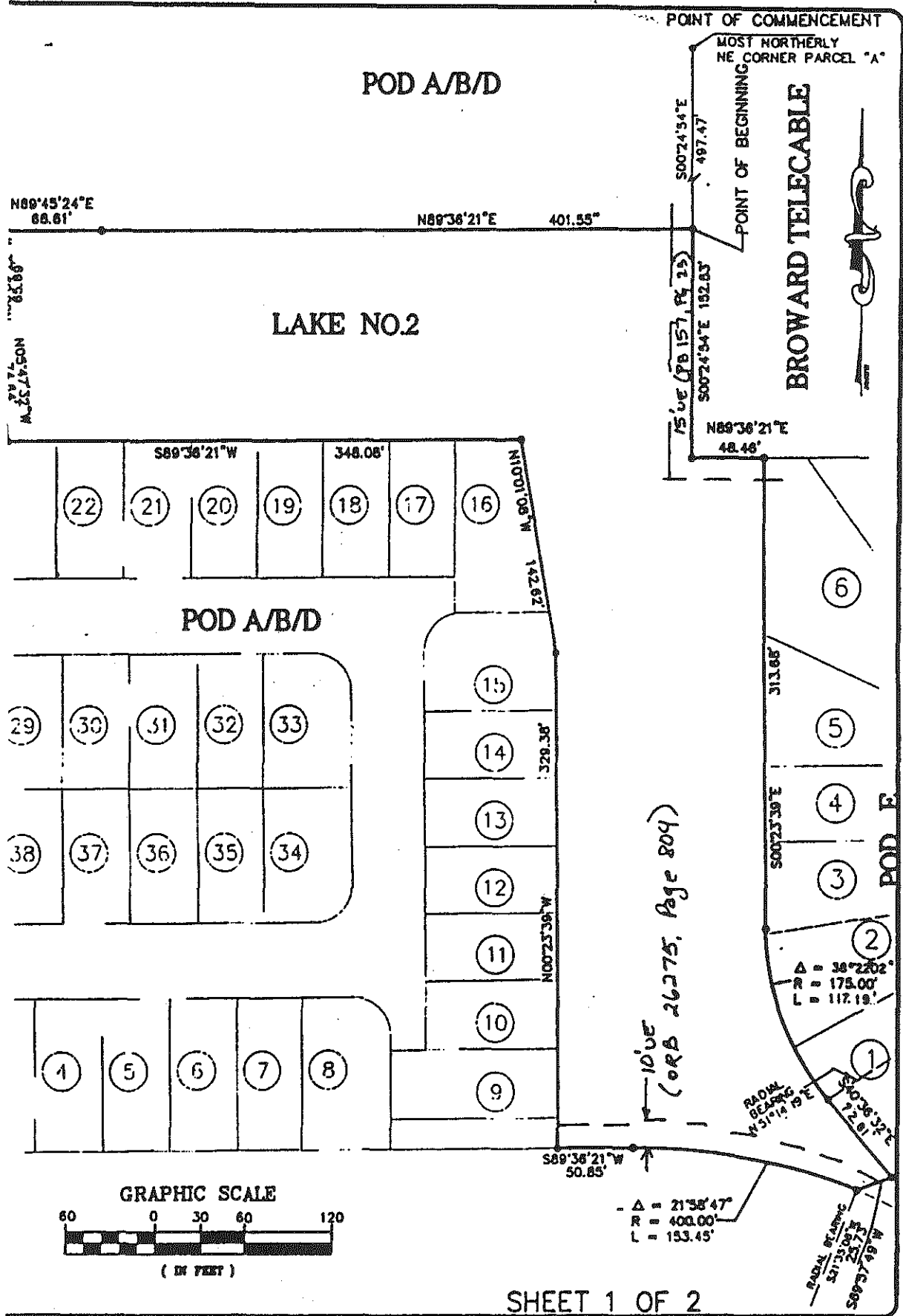
LENNAR HOMES, INC., a Florida corporation

By: [Signature]

Michael D. Hutchison, Vice President

BR 1113760279

Composite Exhibit 2
 Page 18 of 30



CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmtoke Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 392-1091

REGENCY LAKES LAKE NO. 2
 SKETCH OF DESCRIPTION

NOTES:

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

DESCRIPTION: (LAKE NO. 3)


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

COMMENCE at the most Westerly Northwest corner of said Parcel "A"; thence S 69°37'06" E, a distance of 1726.59 feet, to the POINT OF BEGINNING; thence N 53°43'14" E, a distance of 31.98 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the left whose radius point bears N 03°29'16" E, having a radius of 800.00 feet, a central angle of 34°15'48", an arc distance of 478.41 feet to the point of intersection with a non-tangent line; thence S 19°10'51" W, a distance of 77.05 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 30°03'00", an arc distance of 91.78 feet to a point of tangency; thence S 10°52'09" E, a distance of 218.29 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 83°46'59", an arc distance of 255.90 feet to a point of tangency; thence N 85°20'52" E, a distance of 184.11 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 1875.00 feet, a central angle of 08°30'58", an arc distance of 278.69 feet to a point of tangency; thence S 86°08'10" E, a distance of 211.28 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 83°03'14", an arc distance of 217.43 feet to a point of tangency; thence N 10°46'35" E, a distance of 506.61 feet; to a point of intersection with a non-tangent curve, thence Southeasterly along the arc of a curve to the right whose radius point bears S 44°10'37" W, having a radius of 300.00 feet, a central angle of 56°37'59", an arc distance of 298.53 feet to a point of tangency; thence S 10°48'35" W, a distance of 195.57 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 550.00 feet, a central angle of 117°3'29", an arc distance of 107.75 feet to a point of tangency; thence S 00°24'54" E, a distance of 353.20 feet; thence N 12°29'55" W, a distance of 66.29 feet to a point of curvature; thence Northerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 77°53'44", an arc distance of 237.92 feet to a point of tangency; thence S 89°36'21" W, a distance of 254.88 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 216°52'12", an arc distance of 567.78 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 38°52'12", an arc distance of 64.35 feet to a point of tangency; thence N 89°36'21" E, a distance of 29.91 feet; thence S 00°24'54" E, a distance of 140.00 feet; thence S 89°36'21" W, a distance of 270.03 feet; thence S 00°24'54" E, a distance of 100.08 feet; thence S 89°38'07" W, a distance of 144.85 feet; thence N 00°24'54" W, a distance of 100.01 feet; thence S 89°36'21" W, a distance of 80.04 feet; thence N 27°36'15" W, a distance of 140.85 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 36°52'12", an arc distance of 64.35 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 165°19'51", an arc distance of 432.84 feet to the point of intersection with a non-tangent line; thence S 79°10'24" W, a distance of 74.19 feet; thence N 20°53'55" W, a distance of 86.78 feet to a point of curvature; thence Northerly along the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 120°22'22", an arc distance of 105.05 feet to a point of tangency; thence S 38°43'43" W, a distance of 109.92 feet; to a point of intersection with a non-tangent curve, thence Southwestesterly along the arc of a curve to the left whose radius point bears S 44°37'14" E, having a radius of 50.00 feet, a central angle of 20°38'06", an arc distance of 18.01 feet to a point of reverse curvature; thence Southwestesterly along the arc of a curve to the right, having a radius of 65.00 feet, a central angle of 154°51'38", an arc distance of 175.68 feet to a point of tangency; thence N 00°23'43" W, a distance of 57.03 feet; thence N 11°07'01" E, a distance of 52.48 feet; thence N 61°58'05" E, a distance of 68.95 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left, having a radius of 182.50 feet, a central angle of 206°16'09", an arc distance of 657.01 feet to a point of tangency; thence S 35°41'57" W, a distance of 62.05 feet; thence N 13°57'13" E, a distance of 251.26 feet to the POINT OF BEGINNING.

Containing 13.4821 acres of land, more or less.

CERTIFICATE:

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


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

SHEET 3 OF 3



CAULFIELD & WHEELER, INC.
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmatta Park Road - Suite 100A
 Boca Raton, Florida 33433 (407) - 367-1991

REVISIONS

DATE 4/6/95
 SCALE AS SHOWN
 DRAWN BY DPL
 CHECKED BY DPL
 P.L.S. NO. N/A

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

Composite Exhibit 2
Page 24 of 30

DESCRIPTION: (LAKE NO. 4)


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

BEGIN at the most Easterly Northeast corner of said Parcel "A"; thence S 00°24'54" E along a boundary line of said Parcel "A", a distance of 989.81 feet to a point of tangency; thence Northerly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 89°58'45", an arc distance of 274.83 feet to a point of tangency; thence S 89°36'21" W, a distance of 500.10 feet; thence N 65°50'49" W, a distance of 40.30 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 91°53'50", an arc distance of 280.68 feet to the point of intersection with a non-tangent line; thence N 67°44'39" W, a distance of 17.25 feet; to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the left whose radius point bears N 86°41'41" W, having a radius of 400.00 feet, a central angle of 47°59'57", an arc distance of 335.10 feet to the point of intersection with a non-tangent line; thence N 45°18'22" E, a distance of 33.26 feet; thence N 89°36'21" E, a distance of 127.28 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 75.00 feet, a central angle of 24°32'50", an arc distance of 32.13 feet to a point of tangency; thence S 65°50'49" E, a distance of 201.83 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of 24°32'50", an arc distance of 139.24 feet to a point of tangency; thence N 89°36'21" E, a distance of 258.76 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 175.00 feet, a central angle of 90°01'15", an arc distance of 274.95 feet to a point of tangency; thence N 00°24'54" W, a distance of 325.05 feet; thence S 89°35'10" W, a distance of 327.99 feet; to a point of curvature; thence Westerly along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 24°32'50", an arc distance of 85.69 feet to a point of tangency; thence N 65°50'49" W, a distance of 263.82 feet; thence N 39°31'26" W, a distance of 60.84 feet to a point of intersection with a boundary line of said Parcel "A"; thence N 89°36'21" E along said boundary line, a distance of 829.38 feet, to the POINT OF BEGINNING.

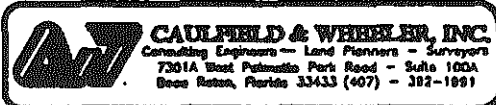
Containing 8.5418 acres, more or less.

CERTIFICATE:

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


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

SHEET 2 OF 2



REGENCY LAKES LAKE NO. 4
SKETCH OF DESCRIPTION

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

DATE	4/7/95
SCALE	AS SHOWN
DRAWN BY	DPL
CHECKED BY	DPL
P.L.S. NO.	N/A
PAGE	N/A
JOB NO.	222B

DESCRIPTION: (LAKE NO. 5)

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

BEGIN at the most Southerly Southeast corner of said Parcel "A"; thence S 89°35'23" W along the South line of said Parcel "A", a distance of 827.38 feet; thence N 86°21'50" W continuing along the South line of said Parcel "A", a distance of 373.53 feet to a point of intersection with a non-tangent curve, thence Northerly along the arc of a curve to the right whose radius point bears N 87°33'49" E, having a radius of 50.00 feet, a central angle of 95°44'21", an arc distance of 83.65 feet to the point of tangency; thence S 86°21'50" E, a distance of 45.86 feet; thence N 45°03'00" E, a distance of 535.71 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 44°33'21", an arc distance of 77.76 feet to a point of tangency; thence N 89°36'21" E, a distance of 378.61 feet to a point of curvature; thence Easterly along the arc of a curve to the left, having a radius of 200.00 feet, a central angle of 90°01'15", an arc distance of 314.23 feet to a point of tangency; thence N 00°24'53" W, a distance of 639.21 feet; thence N 01°42'50" E, a distance of 75.05 feet; thence N 00°24'54" W, a distance of 65.44 feet; thence N 38°38'46" W, a distance of 70.73 feet; thence N 07°07'16" W, a distance of 76.64 feet; to a point of intersection with a non-tangent curve, thence Easterly along the arc of a curve to the right whose radius point bears S 19°49'33" E, having a radius of 25.00 feet, a central angle of 19°25'54", an arc distance of 8.48 feet to a point of tangency; thence N 89°36'21" E, a distance of 127.46 feet; thence S 08°30'42" E, a distance of 100.38 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 56°53'34", an arc distance of 29.79 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 13°43'59", an arc distance of 11.98 feet to the point of intersection with a non-tangent line and a boundary line of said Parcel "A"; thence S 89°36'21" W along said boundary line, a distance of 52.63 feet; thence S 00°24'54" E along a boundary line of said Parcel "A", a distance of 1461.57 feet to the POINT OF BEGINNING.

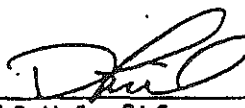
Containing 12.3957 acres of land, more or less.

NOTES:

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

CERTIFICATE:

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



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

SHEET 2 OF 2

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

REVISIONS

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

LAKE
REGENCY LAKES
POD "G"

DESCRIPTION
(LAKE - POD "G")

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

COMMENCING at the Southwest corner of Section 6, Township 48 South, Range 42 East; thence $N00^{\circ}58'45''W$, along the West boundary of said Section, 1443.87 feet; thence $N89^{\circ}03'15''E$, 2409.48 feet; thence $S10^{\circ}52'09''E$, 165.02 feet to the POINT OF BEGINNING; thence $N64^{\circ}44'23''E$, 118.29 feet to a point of curvature; thence northeasterly, along the arc of said curve being concave to the southeast, having a radius of 400.00 feet, a delta of $24^{\circ}51'58''$, an arc distance of 173.60 feet to a point of tangency; thence $N89^{\circ}36'21''E$, 334.71 feet; thence $S10^{\circ}48'35''W$, 181.44 feet; thence $N86^{\circ}08'10''W$, 122.73 feet to a point of curvature; thence westerly, along the arc of said curve being concave to the south, having a radius of 2125.00 feet, a delta of $08^{\circ}30'58''W$, an arc distance of 315.84 feet to a point of tangency; thence $S85^{\circ}20'52''W$, 103.63 feet; thence $S75^{\circ}28'58''W$, 13.15 feet; thence $N10^{\circ}32'09''W$, 104.51 feet to the POINT OF BEGINNING.

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

PREPARED BY:



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

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

