

This Instrument prepared by
and to be returned to:
Edward S. Hammel, Esquire
Sachs, Sax & Klein, P.A.
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 994-4499

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**

WHEREAS, the Declaration of Restrictions for Essex Park at Regency Lakes (the "Declaration") is recorded in Official Records Book 23831, at Page 0435, of the Public Records of Broward County, Florida, thereafter amended;

WHEREAS, pursuant to the amendment procedures described in Article II, Section 23 of the Declaration, Association may, in its sole discretion, modify, amend, waive, or add to this Declaration;

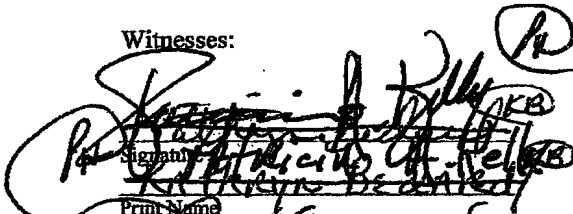
WHEREAS, the Association desires to amend the Declaration as indicated on Exhibit "A" attached hereto;

NOW THEREFORE, the undersigned hereby certify that the Amendments indicated on Exhibit "A" attached hereto are a true and correct copy of the amendments approved by the Association at a Board of Directors Meeting held on July 22, 2006.

DATED this 30 day of January, 2007.

**ESSEX PARK AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.**

Witnesses:



Signature
KATHRYN BEDARD

Print Name

Signature
KORI SCHMIDT

Print Name

By: Kathryn Bedard
Kathryn Bedard, its President

Attest: Nanci Litschut
Nanci Litschut, its Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day of January, 2007, by Kathryn Bedard, as President, and Nanci Litschut as Secretary of Essex Park At Regency Lakes Homeowners' Association, Inc., a Florida non-profit corporation, who are Personally Known or Produced Identification [].

Type of Identification Produced: _____

(Seal)

Heidi Jo R. Watson
NOTARY PUBLIC, State of Florida at Large

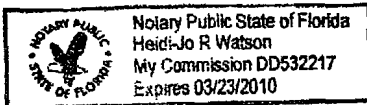


EXHIBIT "A"

**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**

The original Declaration of Restrictions for Essex Park at Regency Lakes (the "Declaration") is recorded in Official Records Book 23831, at Page 0435, of the Public Records of Broward County, Florida, as thereafter amended;

(As indicated herein, words underlined are added and words ~~struck through~~ are deleted.)

Item 1: Article II, Section 23 of the Declaration shall be amended as follows:

23. **AMENDMENT OF RESTRICTIONS.** This Declaration of Restrictions may only be modified, amended or waived with the approval of a majority of the Board of Directors, and a majority of the OWNERS present in person or by proxy at a meeting at which a quorum is present. ~~The SUBDIVIDER or ASSOCIATION may, in their sole discretion, modify, amend, waive, or add to this Declaration of Restrictions, or any part thereof. The power of amendment shall permit the SUBDIVIDER to amend this Declaration at any time without the joinder of consent of any third party.~~

This Instrument prepared by
and to be returned to:
Edward S. Hammel, Esquire
Sachs, Sax & Klein, P.A.
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 994-4499

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**

WHEREAS, the Declaration of Restrictions for Essex Park at Regency Lakes (the "Declaration") is recorded in Official Records Book 23831, at Page 0435, of the Public Records of Broward County, Florida, as thereafter amended;

WHEREAS, pursuant to the amendment procedures described in Article II, Section 23 of the Declaration, the Declaration may only be modified, amended or waived with the approval of a majority of the Board of Directors, and a majority of the Owners present in person or by proxy at a meeting at which a quorum is present;

WHEREAS, the Board of Directors and the Owners desire to amend the Declaration as indicated on Exhibit "A" attached hereto;

NOW THEREFORE, the undersigned hereby certify that that the Amendments indicated on Exhibit "A" attached hereto were duly adopted and approved by the requisite approval of the Board of Directors and the Owners, at a Board of Directors and Members Meeting held on August 3, 2006.

DATED this 30 day of January, 2007.

ESSEX PARK AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.

Witnesses:

[Signature]
Signature
Patricia A. Kelly
Print Name

[Signature]
Signature
Lori Schmidt
Print Name

By: [Signature]
Kathryn Bedard, its President

Attest: [Signature]
Nanci Lipschutz, its Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30 day of January, 2007, by Kathryn Bedard, as President, and Nanci Lipschutz as Secretary of Essex Park At Regency Lakes Homeowners' Association, Inc., a Florida non-profit corporation, who are Personally Known or Produced Identification [].

Type of Identification Produced: _____

(Seal)

[Signature]
NOTARY PUBLIC, State of Florida at Large

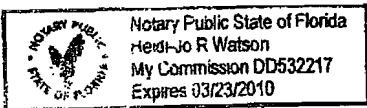


EXHIBIT "A"

**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**

The original Declaration of Restrictions for Essex Park at Regency Lakes (the "Declaration") is recorded in Official Records Book 23831, at Page 0435, of the Public Records of Broward County, Florida, as thereafter amended;

(As indicated herein, words underlined are added and words ~~struck through~~ are deleted.)

Item 1: Article II, Section 3(C) of the Declaration shall be amended as follows:

- C. All ground areas within the SUBDIVISION, including ground within the Lots that is not covered by approved buildings, improvements, structures or paved parking facilities, and all COMMON AREA grounds, including, but not limited to, Landscape Tracts, as originally installed or planted by the ASSOCIATION or the SUBDIVIDER, its successor or assigns, and as depicted on the Site Plan attached to the Declaration, shall be maintained by ASSOCIATION as lawn or landscaped areas. No stone, gravel or paving of any type shall be used as a lawn unless approved as part of a landscape plan. Each respective OWNER shall be responsible for the maintenance, repair and replacement of all landscaping planted on his or her Lot subsequent to the first sale of the Lot from SUBDIVIDER, its successor or assigns, unless planted by the SUBDIVIDER or the ASSOCIATION.

ESSEX PARK AT REGENCY LAKES
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DECLARATION OF RESTRICTIONS FOR ESSEX PARK AT REGENCY LAKES

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BYLAWS OF ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR ESSEX PARK AT REGENCY LAKES RECORDED IN OFFICIAL RECORDS BOOK 24230 AT PAGE 0579 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR ESSEX PARK AT REGENCY LAKES RECORDED IN OFFICIAL RECORDS BOOK 25165 AT PAGE 0590 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND RE-RECORDED IN OFFICIAL RECORDS BOOK 26401 AT PAGE 0321 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

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FOURTH AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR ESSEX PARK AT REGENCY LAKES TO BE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AMENDMENT OF THE ARTICLES OF INCORPORATION OF ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC. FILED ON APRIL 8, 1996

AMENDMENT OF THE ARTICLES OF INCORPORATION OF ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC. FILED ON MAY 6, 1997 AND RECORDED IN OFFICIAL RECORDS BOOK 26448 AT PAGE 0207 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 26401 AT PAGE 0429 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

ESTIMATED OPERATING BUDGET FOR ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

REGENCY LAKES COMMUNITY ASSOCIATION, INC. DOCUMENTS

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE DOCUMENTS IN THIS DOCUMENT BOOK.

SITE PLANS USED BY THE SELLER IN ITS MARKETING EFFORTS ILLUSTRATE THE TYPES OF FACILITIES THAT MAY BE CONSTRUCTED ON THE COMMON AREAS, BUT SUCH SITE PLANS ARE NOT A GUARANTEE OF WHAT FACILITIES WILL ACTUALLY BE CONSTRUCTED. EACH OWNER SHOULD NOT RELY ON ANY SITE PLAN USED FOR ILLUSTRATION PURPOSES AS THE DECLARATION GOVERNS THE RIGHTS AND OBLIGATIONS OF SELLER AND OWNERS WITH RESPECT TO THE COMMON AREAS.

23c

95-365561-1#002
08-24-95 09:05PM

W/C TRI-COUNTY for: -

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

DECLARATION OF RESTRICTIONS
FOR
ESSEX PARK AT REGENCY LAKES

This Declaration, made this 22 day of August, 1995, by REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership, a Florida joint venture u/a/d December 31, 1993, d/b/a REGENCY LAKES, a Florida joint venture.

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, the record owners of the real property hereinafter described, desire to create a quality residential 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, REGENCY DEVELOPMENT II, INC. and ORIOLE JOINT VENTURE LIMITED, declare 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.

Said real property, which is subject to this Declaration of Restrictions, is legally described, as follows:

A portion of Tracts 66, 67 and 68, Block 85, "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, 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 2090.52 feet; thence N 89°03'15" E, a distance of 1604.08 feet to the POINT OF BEGINNING; thence N 89°36'21" E, a distance of 311.21 feet; thence N 46°52'01" W, a distance of 78.03 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 175.00 feet, a

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(22)

central angle of 33°38'29". An arc distance of 102.75 feet to a point of tangency thence N 80°21'14" E, a distance of 14.13 feet; thence N 89°35'06" E, a distance of 145.87 feet; thence S 73°45'23" E, a distance of 25.62 feet to a point of curvature; thence Easterly and southerly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 25°46'21", an arc distance of 78.72 feet; thence S 47°59'02" E, a distance of 113.20 feet; thence S 12°24'17" W, a distance of 115.23 feet to a point of curvature; thence southerly along the arc of a curve to the left having a radius of 250.00 feet, a central angle of 30°41'24", an arc distance of 133.91 feet to a point of tangency, thence S 18°07'07" E, a distance of 44.43 feet; thence N 54°03'33" W, a distance of 29.35 feet; thence N 90°00'00" W, a distance of 169.56 feet to a point of curvature; thence Westerly and southerly along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 46°57'50", an arc distance of 20.49 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right having a radius of 325.00 feet, a central angle of 25°42'24", an arc distance of 145.82 feet to a point of non-tangency thence S 21°15'26" E, a distance of 100.00 feet; thence Southwesterly along the arc of a curve to the right whose radius point bears N 21°15'26" W, having a radius of 425.00 feet, a central angle of 20°51'47", an arc distance of 154.75 feet to a point of tangency, thence S 89°36'21" W, a distance of 260.91 feet to a point of curvature; thence Westerly and Northerly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 99°30'18", an arc 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.

Containing 386,195 Square Feet / 8.87 Acres, more or less.

Said land situate, lying and being in the City of Coconut Creek, Broward County, Florida.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "SUBDIVISION" shall mean and refer to ESSEX PARK AT REGENCY LAKES, according to the site plan thereof, as legally described above and as shown on Exhibit "A", attached hereto.
2. "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, 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 under this Declaration.
3. "ASSOCIATION" shall mean and refer to the ESSEX PARK at Regency Lakes Homeowners' Association, Inc., presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights

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under this Declaration. A copy of the Articles of Incorporation for the ASSOCIATION are attached hereto as Exhibit "B".

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

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

6. "MASTER ASSOCIATION" shall mean and refer to the Regency Lakes Community Association, Inc.

ARTICLE II
GENERAL RESTRICTIONS

1. **USE RESTRICTIONS.** The land within the SUBDIVISION may be used for single-family dwellings and for no other purposes. No business buildings may be erected on said land 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 Article, the SUBDIVIDER may utilize one or more lots for a sales office or model(s) or for model home parking, for so long as the SUBDIVIDER, or 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 model(s) or model home parking, so long as such designated 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 front setback of twenty (20) feet, a minimum rear setback of fifteen (15) feet and a minimum side setback of 5.01 feet.

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.

C. Side setback lines and front setback lines for corner lots and odd-shaped lots shall be as set out above, except that variances may be authorized by the SUBDIVIDER or ASSOCIATION at the time plans for buildings are approved, and a copy of such plans, including the plot plan, and a record of the variance, shall be kept on file by the SUBDIVIDER or ASSOCIATION to establish the setback lines as approved.

D. No structure shall be erected over a height of 30 feet unless approved in writing by SUBDIVIDER.

3. **PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS.** No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been approved, as provided for in the MASTER DECLARATION, and submitted to and approved by the SUBDIVIDER or ASSOCIATION, in writing before any construction has begun. After such approval, any change in

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location, plot plan, exterior colors or exterior materials must be re-submitted for approval by all applicable parties, as provided above and as provided in the MASTER DECLARATION. Failure to submit the plans, specifications, exterior colors, location and plot plan in detail and to scale, or failure to obtain the approval, as required by the MASTER DECLARATION, and as provided in this Paragraph 3 shall be deemed a material breach of this declaration. The MASTER ASSOCIATION, SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction, requiring any construction done without such approvals to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coconut Creek Building Department, or other appropriate authority, the necessary permits and technical data with regard to construction elevations prior to the start of any construction. Neither the MASTER ASSOCIATION, nor the SUBDIVIDER nor the ASSOCIATION will assume any responsibility in this regard before, during, or after construction on any of the lots in the SUBDIVISION, it being understood that the approval of the MASTER ASSOCIATION, and SUBDIVIDER or ASSOCIATION relates only to the aesthetics of the improvements shown on the plans, and not to their technical sufficiency. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the MASTER ASSOCIATION and SUBDIVIDER or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on any lot shall be permitted that in the sole judgement of SUBDIVIDER or ASSOCIATION, would be inharmonious or discordant, or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved, pursuant to the MASTER DECLARATION, and by SUBDIVIDER or ASSOCIATION in writing.

- A. No structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected in the SUBDIVISION without the written approval required by 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.
- B. 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. The location, style and type of mailbox 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. 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 tear down any unapproved structures built or a prohibitory injunction to prevent any unapproved structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction.

against any person or entity 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.

- C. All lot areas not covered by approved buildings, structures or paved parking facilities shall be maintained by OWNER as lawn or landscaped areas and shall be maintained between the sidewalk and the pavement edge of any abutting streets or to the water line of any abutting lakes or canals. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.

4. GARAGES, CARPORTS AND STORAGE AREAS. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the building. All single family residences are required to have two (2) car garages. No portion of a garage can be converted into living space without the prior written approval of the SUBDIVIDER or ASSOCIATION. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage with the garage door closed. SUBDIVIDER or ASSOCIATION may require that all garages be equipped with automatic door openers and closers so that when ingress or egress is not desired to the garage, the garage door shall remain closed.

5. WALLS AND FENCES. No wall or fence shall be constructed, and no hedge or shrubbery abutting the property lines shall be permitted without the approval required by the MASTER DECLARATION, and the written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any lot until its height, length, type, design, composition, material and location shall have been approved pursuant to the MASTER DECLARATION and in writing by SUBDIVIDER or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the MASTER ASSOCIATION, and by SUBDIVIDER or ASSOCIATION, whose decision shall be final. No wood fencing material shall be permitted unless approved in writing by the MASTER ASSOCIATION and SUBDIVIDER or ASSOCIATION. The ASSOCIATION shall be responsible for maintenance of fencing around the boundary of the SUBDIVISION.

6. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna dishes, antenna masts, electronic devices, or antenna towers shall be permitted unless approved pursuant to the MASTER DECLARATION and in writing by SUBDIVIDER or ASSOCIATION. No more than one (1) flagpole per lot for display of the American flag only will be permitted and the flagpole design and location must be first approved pursuant to the MASTER DECLARATION and in writing by SUBDIVIDER or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved pursuant to the MASTER DECLARATION and in writing by SUBDIVIDER or ASSOCIATION.

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 this 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 the SUBDIVIDER or the 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 the SUBDIVIDER or the ASSOCIATION. Window air-conditioning units shall not be permitted.
- C. If the air conditioning units are approved pursuant to the MASTER DECLARATION and the SUBDIVIDER or ASSOCIATION, said approval shall provide specific shielding requirements for said air conditioning unit, and such approval shall be binding on all persons so long as it is maintained in the condition as approved by the MASTER ASSOCIATION and the SUBDIVIDER or the 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 ASSOCIATION. No free standing signs shall be permitted unless approved in writing by the MASTER ASSOCIATION, and SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

10. MAINTENANCE OF PREMISES. In addition to the requirements of the MASTER DECLARATION and in order to maintain the standards of the SUBDIVISION, no weeds, underbrush, dead or dying trees, shrubs, or plants, or other unsightly growths shall be permitted to remain upon any land in the SUBDIVISION, and no junk, trash, refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All lawns shall be neatly edged and all landscaping shall be maintained in good, neat, and living condition throughout. In the event that any OWNER shall fail or refuse to keep the OWNER'S respective premises free of weeds, underbrush, dead or dying trees, shrubs, or plants, junk, trash, refuse or other unsightly growths or objects, then the SUBDIVIDER or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The foregoing Covenant shall also apply to an OWNER'S responsibility, pursuant to Paragraph 17 below, to keep the land within the Lake Bank adjacent to such OWNER'S lot in good, neat and living condition. The property, buildings, improvements, and appurtenances shall be kept in good, safe, clean, neat and attractive condition. All buildings and structures shall be maintained in a finished, painted and attractive condition, and no rust stains or discoloration shall be permitted upon the exterior surfaces of said buildings and structures.

- A. Upon the failure to maintain the property, buildings, structures, improvements, appurtenances and landscaping to the satisfaction of the SUBDIVIDER or ASSOCIATION and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the applicable premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION.

- B. If any OWNER fails to make payment of the costs of such improvements or corrections within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the OWNER'S lot. The lien herein granted 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.

11. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to maintain the roads, street lights, signs, entry monument and landscape areas and such other services as may be furnished by the SUBDIVIDER and/or the 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 quarterly assessment commencing with the year 1995. Such quarterly assessments, together with 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 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 ESSEX PARK 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 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.

12. EFFECT OF NON-PAYMENT OF ASSESSMENT TO ASSOCIATION. If the assessments herein provided are not paid on the date when due then such assessment shall become delinquent and shall, together with interest at the highest legal rate and costs of collection including reasonable attorney's fees, thereupon become a continuing lien on the lot which shall bind such lot in the hands of the then OWNER, and such OWNER'S heirs, devisees, personal representatives, successors and assigns, with the personal obligation of the then OWNER remaining such OWNER'S personal obligation as set forth in Paragraph 11 hereof.

13. ASSOCIATION. The ASSOCIATION has been incorporated for the benefit of the OWNERS in the SUBDIVISION. The OWNER of any lot in the SUBDIVISION (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall automatically become a member of the ASSOCIATION.

- A. All OWNERS hereby covenant and agree to pay to the ASSOCIATION any assessments or charges, and any special assessments for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as hereinafter provided

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and/or as provided in the Articles of Incorporation of the ASSOCIATION, or, where applicable, as may be provided in the Bylaws of the Association. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the lot from, and after, the date of recording of said lien in the Public Records of Broward County Florida, and thereafter against which each such assessment is made, and shall also be the personal obligation of the OWNER. Said lien shall be subordinate to the lien of any mortgage filed by an Institutional Lender prior to the recording of the lien by the ASSOCIATION, and to any lien filed by the Regency Lakes Community Association, Inc. No OWNER may waive or otherwise escape liability for the assessments provided for herein by abandonment.

- B. The quarterly and special assessments levied by the ASSOCIATION shall be used exclusively for the purpose of maintaining the private streets, street lights, street signs, entry monument, landscape areas 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.
 - 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 chargeable to the former owner of 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 said Board.
 - F. Anything to the contrary herein notwithstanding, the SUBDIVIDER shall not be liable for any assessments imposed upon lots, which it owns, 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 it owns, except that no assessments shall be due from SUBDIVIDER 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 the written approval required by 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 those easements reserved and/or granted, with respect to the subject property, under this Declaration of Restrictions, and those easements as shown on the attached Site Plan and as described in the MASTER DECLARATION, and those easements affecting the SUBDIVISION, which are recorded in the Public Records of Broward County, Florida. SUBDIVIDER hereby reserves and grants the following easements over and across the SUBDIVISION, as covenants running with the land for the benefit of the OWNERS, the ASSOCIATION, and SUBDIVIDER as hereinafter specified for the following purposes:

A. Easement to Enter Upon Lots: An easement or easements in perpetuity for ingress and egress in favor of the ASSOCIATION to enter upon the lots within the SUBDIVISION for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with this Declaration of Restrictions, including the making of such repairs, maintenance or reconstruction as are necessary.

B. Drainage and Irrigation Easement:

(1) The SUBDIVIDER hereby reserves and grants an easement in perpetuity for drainage, flowage and irrigation over, under and upon the SUBDIVISION in favor of the ASSOCIATION and each of the OWNERS, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage systems, flowage pipes and irrigation pipes.

(2) The SUBDIVIDER hereby reserves and grants in perpetuity those certain unrecorded fifteen foot (15') Drainage Easements, all of which are graphically depicted on the Site Plan attached hereto and marked as Exhibit "A", for the benefit of the SUBDIVIDER, the ASSOCIATION and all of the OWNERS in the SUBDIVISION, and including the reasonable right of access for such persons and equipment as necessary to maintain such easements. Each OWNER, including the OWNERS of the particular lots over which such Drainage Easements are located, by acceptance of a deed or other instrument of conveyance for their respective lots, acknowledges such Drainage Easements and agrees to keep same free from all buildings, structures, improvements, vegetation and debris which would interfere with or in anyway impede the configuration or the utility of such easements.

C. Lake Maintenance Easements: The SUBDIVIDER hereby reserves and grants, for the duration of the term of this Declaration, those certain unrecorded twenty-foot (20') Lake Maintenance Easements for the benefit of the SUBDIVIDER, the ASSOCIATION and the OWNERS of the contiguous lots 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". 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 17 of this Declaration, to maintain the grounds of the Lake

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Bank, adjacent to such OWNER'S Lot, within such Lake Maintenance Easement, in a good, neat and verdant condition.

16. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the SUBDIVISION. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the SUBDIVISION which can be construed to constitute a nuisance, whether public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.
17. LAKE MAINTENANCE. No lot shall be increased in size by filling in the water on which it abuts, and the slope of abutting lake banks shall be maintained in good, neat and verdant condition by the OWNER of the lot adjacent to the respective abutting portion of the Lake Bank, as shown on the attached Exhibit "A" (site Plan).
18. OWNER COMPLIANCE.
- A. The covenants, restrictions and servitudes imposed by this Declaration of Restrictions shall apply to OWNERS, and also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.
 - B. Failure of the OWNER to notify said persons or occupants of the existence of this Declaration and the restrictions contained herein shall not in any way act to limit or divest the right of SUBDIVIDER or ASSOCIATION of enforcement of such restrictions, and, in addition, the OWNER shall be responsible for all violations of said restrictions by the OWNER'S, his tenants, licensees, invitees or guests and by guests, licensees, and invitees of the OWNER'S tenants at any time.
19. NOTICE TO SUBDIVIDER OR ASSOCIATION. Notices to SUBDIVIDER or ASSOCIATION, or requests for approval of plans and specifications as required by this Declaration shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION.
20. NOTICE TO OWNER. Notice to OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or to the address of the OWNER, as shown on the deed to the lot in the SUBDIVISION as recorded in the Public Records of Broward County, Florida.
21. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION. Neither SUBDIVIDER nor ASSOCIATION shall in any way or manner be held liable or responsible for any violation of the restrictions set forth in this Declaration by any person or entity other than themselves.
22. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. This Declaration and the restrictions herein contained shall constitute an easement 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 that this Declaration of Restrictions is recorded, after which time the said 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 change said restrictions in whole or in part.

23. 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, so long as such amendatory actions do not materially alter or impair the general and uniform plan of development originally set forth herein.

24. ENFORCEMENT. Enforcement of the covenants and restrictions contained in this Declaration shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to require certain performances, or to recover damages, or to enforce any lien created in this Declaration. Any costs of enforcement or collection, including reasonable attorney's fees incurred at all court levels in the enforcement of this Declaration or any covenants, restrictions or liens contained herein, shall be paid by OWNER. Failure by the ASSOCIATION or SUBDIVIDER to enforce any covenant or restriction herein contained shall not, in any event, be deemed a waiver of the right to do so thereafter.

25. SEVERABILITY CLAUSE. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

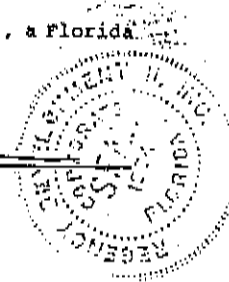
26. AGREEMENT OF PRIORITY: The provisions of the MASTER DECLARATION recorded in Official Records Book 23288 at Page 955 of the Public Records of Broward County, shall control in the event the content of same is in conflict with the terms of this Declaration of Restrictions.

IN WITNESS WHEREOF, REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership, do hereby execute this Declaration of Restrictions in their name by their undersigned duly authorized officers, and affix their seals hereto, this 22 day of August, 1995.

REGENCY LAKES, a Florida joint venture,
U/A/D December 31, 1993

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

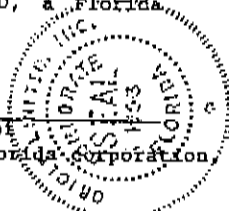
BY: E. C. Jensen
E.C. Jensen, President



Witness FRIGIA G. PHILLIPS
Witness ZANDRA VANN

ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership

BY: Richard D. Levy
Richard D. Levy, C.E.O. of Oriole Limited, Inc., a Florida Corporation
General Partner



Witness FRIGIA G. PHILLIPS
Witness ZANDRA VANN

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., who is personally known to me, and who did not take an oath.



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

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22nd day of August, 1995, by RICHARD D. LEVY, C.E.O., 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.

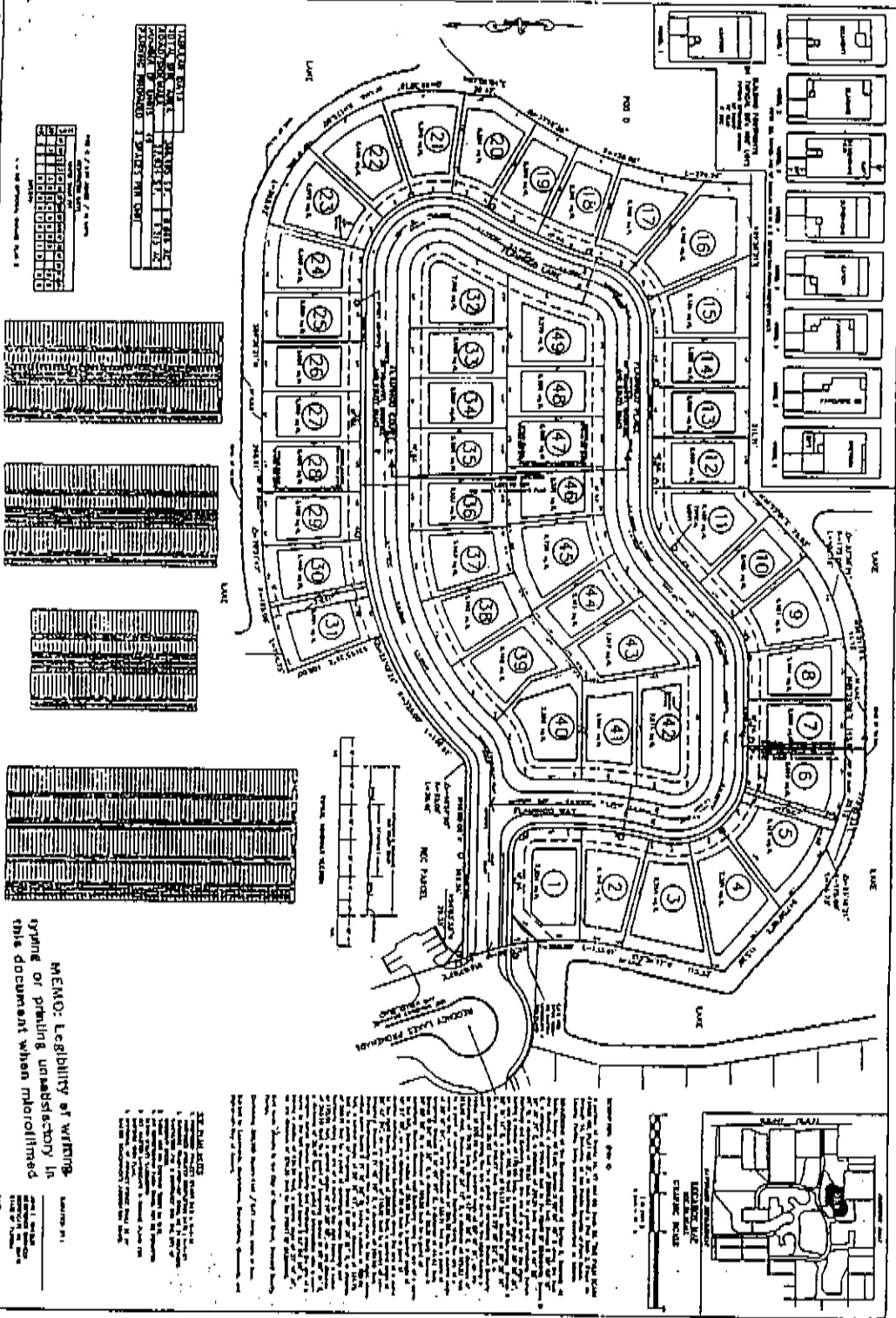


Patricia G. Phillips
Print: _____
Notary Public, State of Florida
My Commission Expires: _____

PREPARED BY/RETURN TO: R. BOWEN GILLESPIE,
THE LAW FIRM OF
GILLESPIE & ALLISON, P.A.
SUITE 300
1515 SOUTH FEDERAL HIGHWAY
BOCA RATON, FLORIDA 33432

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

SHEET 1 OF 1

CARMICHAEL & WILSON, INC.
 ARCHITECTS
 1000 N. 10TH ST., SUITE 100
 DENVER, COLORADO 80202
 PHONE: 763-1111
 FAX: 763-1112

**REGENCY LAKES
 POD "C"
 SITE PLAN**

DATE	10/1/83
BY	...
SCALE	AS SHOWN
PROJECT NO.	...

NO.	DATE	DESCRIPTION
1	10/1/83	...
2
3

2513

EXHIBIT "B"

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 14, 1995, as shown by the records of this office.

The document number of this corporation is N95000003896.

DK 23831PC0448

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



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION

of

ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.
(a Florida corporation not for profit)

FILED
20 AUG 14 PM 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I
NAME

The name of this corporation shall be ESSEX PARK AT REGENCY LAKES 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 maintenance 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 ESSEX PARK AT REGENCY LAKES (hereinafter referred to as the "RESTRICTIONS"), all references in these Articles of Incorporation to ESSEX PARK AT REGENCY LAKES shall be deemed to include such additional land.

B. To provide, purchase, construct, improve, maintain, repair, replace and operate private roads, walk ways, street lights, landscape areas walls, fencing and entrance signage on, upon, over and under those portions of ESSEX PARK 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.

B. To promulgate and enforce rules, regulations, and agreements to effectuate the purposes for which the ASSOCIATION is organized.

C. To delegate power where such delegation is deemed to be in the interest of the ASSOCIATION.

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- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, subject to any restriction contained in these Articles of Incorporation.
- E. To enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity.
- F. To do any and all of the activities and pursue any and all of the purposes set forth in the RESTRICTIONS and in these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- G. To fix assessments to be levied against lots in ESSEX PARK AT REGENCY LAKES to defray expenses and the cost of effectuating the purposes of the ASSOCIATION, and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations for the collection of such assessments.
- H. To carry out the obligations imposed upon the ASSOCIATION, by the Declaration and General of 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.
- I. To charge recipients for services rendered by the ASSOCIATION when deemed appropriate by the Board of Directors of the ASSOCIATION.
- J. To pay taxes and other charges, if any, on or against property owned or accepted by the ASSOCIATION.
- K. In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as may be prohibited herein.
- L. To have all powers and authority conferred upon the ASSOCIATION by the RESTRICTIONS, as amended.
- M. Notwithstanding anything contained herein to the contrary, the ASSOCIATION shall not have the power to, and shall not engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly, in any political campaign on behalf of, or in opposition to, any candidates for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of political statements.

ARTICLE IV
MEMBERS AND DEFINITIONS

- A. The MEMBERS of the ASSOCIATION shall consist of the record property OWNERS of LOTS, including the record OWNERS of a fee interest in a portion of a LOT if such portion has separate ownership from other portions of said LOT and comprises or contains a dwelling unit, and all such record property OWNERS shall be MEMBERS of the ASSOCIATION.
- B. The following words, when used in these Articles of Incorporation, shall have the following meanings:
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 ESSEX PARK AT REGENCY LAKES, their heirs, legal representatives, successors or assigns.

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4. "LOT" means and refers to any LOT situate in ESSEX PARK 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 By-Laws 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 ESSEX PARK AT REGENCY LAKES. Thereafter, Directors shall be Members of the ASSOCIATION and must be residents of ESSEX PARK 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 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.

B. The names and addresses of the members of the first Board of Directors, who shall hold office until the first annual meeting of the ASSOCIATION, and until their successors are elected or appointed and have qualified, are as follows:

E. C. Jensen c/o Regency Homes, Inc. 2826 University Drive, Coral Springs, Florida 33065

Dennis Radice c/o Regency Homes, Inc. 2826 University Drive, Coral Springs, Florida 33065

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Steven M. Wallorstein c/o Regency Homes, Inc. 2826 University
Drive, Coral Springs, Florida 33065
J. Darrell Landon c/o Regency Homes, Inc. 2826 University
Drive, Coral Springs, Florida 33065
David Levine c/o Regency Homes, Inc. 2826 University
Drive, Coral Springs, Florida 33065

ARTICLE VII
OFFICERS

A. The officers of the ASSOCIATION shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except for the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the ASSOCIATION until the first annual meeting of the Board of Directors, and until their successors are duly elected and qualified are:

E. C. Jensen, President
David Levine, Secretary
Dennis Radice, Vice President
David Levine, Treasurer

ARTICLE VIII
CORPORATE EXISTENCE

The ASSOCIATION shall have a perpetual existence.

ARTICLE IX
BY-LAWS

The Board of Directors may, from time to time, adopt, alter or rescind By-Laws 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 a majority 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.

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ARTICLE XI
INCORPORATOR

The name and address of the Incorporator of these Articles is REGENCY DEVELOPMENT II, INC., a Florida corporation, of 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 may be adopted, without the prior consent of each and every officer and Director (whether current or former) affected by such amendment.

ARTICLE XIII
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the ASSOCIATION and one or more of its Directors or Officers, or between the ASSOCIATION and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board, or a committee thereof, which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the ASSOCIATION shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

BK23831PG0453

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the ASSOCIATION, all of its assets remaining, after provision for creditors and payment of all costs and expenses of such dissolution, shall be distributed in the following manner and order:

1. Real property contributed to the ASSOCIATION without the receipt of other than nominal consideration by the SUBDIVIDER (or its successors in interest) shall be returned to the SUBDIVIDER (whether or not a Member at the time of such dissolution), unless SUBDIVIDER refuses to accept the conveyances (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of any property conveyed to the ASSOCIATION (whether real, personal or mixed) as determined by the Board of Directors of the ASSOCIATION to be appropriate for dedication and which such authority is willing to accept; and

3. The remaining assets of the ASSOCIATION shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined in accordance with such Member's voting rights.

B. The ASSOCIATION may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors and three-fourths (3/4) of the Members; and upon the issuance after such vote of a decree of dissolution by a Circuit Judge as provided in Section 617.05 of the Florida statutes, as amended.

ARTICLE XV
DESIGNATION OF REGISTERED AGENT

R. Bowen Gillespie, III, is hereby designated as the ASSOCIATION'S Registered Agent for service of process within the State of Florida, at c/o 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 31st day of July, 1995.

REGENCY DEVELOPMENT II, INC.,
a Florida Corporation

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

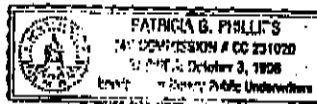
STATE OF FLORIDA)
COUNTY OF BROWARD)

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.

WITNESS my hand and official seal in the county and state aforesaid this 31st day of July, 1995.

My Commission Expires:

Patricia B. Phillis
NOTARY PUBLIC



BK 23831 PG 454

CERTIFICATE DESIGNATING PLACE OF
BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THE
STATE AND NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

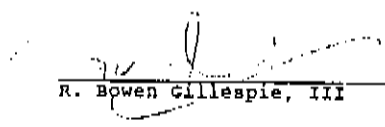
FILED
95 AUG 14 PM 3:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 48.091, Florida Statutes, the following is submitted:

ESSEX PARK HOMEOWNERS' ASSOCIATION, INC.,
organized and existing under the laws of the State of Florida, with its initial registered office, as indicated in the foregoing Articles of Incorporation, in the City of Coral Springs, County of Broward, State of Florida, has named R. Bowen Gillespie, III, of 1515 South Federal Highway, Suite 300, Boca Raton, Florida 33432, as its agent to accept service of process within this state.

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above-styled corporation at the place designated in this Certificate, I, the undersigned, hereby agree to act in said capacity and to comply with the provisions of Section 48.091 of the Florida Statutes.



R. Bowen Gillespie, III

DK23831PG0455

Exhibit "A"
LEGAL DESCRIPTION

DESCRIPTION: (POD C)

A portion of Tracts 66, 67 and 68, Block 85, "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, 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 2090.52 feet; thence N 89°03'15" E, a distance of 1604.08 feet to the POINT OF BEGINNING; thence N 89°36'21" E, a distance of 311.21 feet; thence N 46°52'01" W, a distance of 78.03 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 33°38'29", an arc distance of 102.75 feet to a point of tangency thence N 80°21'14" E, a distance of 14.13 feet; thence N 89°35'06" E, a distance of 145.87 feet; thence S 73°45'23" E, a distance of 25.62 feet to a point of curvature; thence Easterly and Southerly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 25°46'21", an arc distance of 78.72 feet; thence S 47°59'02" E, a distance of 113.20 feet; thence S 12°34'17" W, a distance of 115.23 feet to a point of curvature; thence Southerly along the arc of a curve to the left having a radius of 250.00 feet, a central angle of 30°41'24", an arc distance of 133.91 feet to a point of tangency, thence S 18°07'07" E, a distance of 44.43 feet; thence N 54°03'33" W, a distance of 29.35 feet; thence N 90°00'00" W, a distance of 169.56 feet to a point of curvature; thence Westerly and Southerly along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 46°57'50", an arc distance of 20.49 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right having a radius of 325.00 feet, a central angle of 25°42'24", an arc distance of 145.82 feet to a point of non-tangency thence S 21°15'26" E, a distance of 100.00 feet; thence Southwesterly along the arc of a curve to the right whose radius point bears N 21°15'26" W, having a radius of 425.00 feet, a central angle of 20°51'47", an arc distance of 154.75 feet to a point of tangency, thence S 89°36'21" W, a distance of 260.91 feet to a point of curvature; thence Westerly and Northerly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 99°30'18", an arc 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.

Containing 386,195 Square Feet / 8.87 Acres, more or less.

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

BK 2383 | PG 456

BYLAWS

OF

ESSEX PARK AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.

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

1. IDENTITY. These are the Bylaws of the ESSEX PARK AT REGENCY LAKES 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 ESSEX PARK AT REGENCY LAKES 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

given by the president or vice president or secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approved by a greater number of members is required by the Declaration of Restrictions, the Articles of Incorporation or these Bylaws.

.5 Voting.

(a) In any meeting of members, the owner(s) of a lot shall be entitled to cast one vote.

(b) If a lot is owned by one person his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

.6 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the secretary before the appointed time of the meeting.

.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is present.

.8 The order of business at annual members' meetings, and as far as practical at all other members' meetings, 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

organization meeting shall be necessary providing a quorum shall be present.

.4 Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

.5 Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.6 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

.7 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Declaration of Restrictions, the Articles of Incorporation or these Bylaws.

.8 Adjourned meetings. If at any meeting of the board of directors there is less than a quorum present, the majority of these present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

.9 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.10 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

.11 The order of business at directors' meetings shall be:

- (a) Calling the roll.
- (b) Proof of due notice of meeting.

- (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

assistant secretary shall perform the duties of the secretary when the secretary is absent.

.5 The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

.6 The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Association.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Restrictions and Articles of Incorporation shall be supplemented by the following provisions:

.1 Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses.

(a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional improvements, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

.2 Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(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

thereof to the lot owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

.5 Assessments for emergencies. In emergency situations affecting the maintenance or safety of the common elements and/or the limited common elements, or constituting a dangerous or unsafe situation, the repair, replacement or installation relative thereto shall proceed as promptly as possible, as deemed necessary by approval of the majority of the board of directors. Assessments for the expenses related thereto, which cannot be paid from the normal assessments or which are not covered or anticipated in the budget, shall be made upon notice of the need therefor to the membership of the Association.

.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

.7 Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictions, Articles of Incorporation or these Bylaws.

8. AMENDMENTS. These Bylaws may be amended in the following manner:

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

.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:


(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.

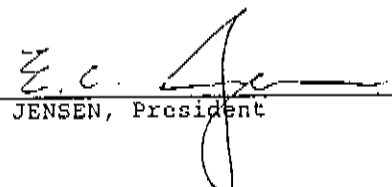
.4 Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate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

The foregoing were adopted as Bylaws of ESSEX PARK AT REGENCY LAKES 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 July 31, 1995.



DAVID LEVINE, Secretary

Approved:



E.C. JENSEN, President

c:\wp50\regency\bylaws\essex\cv

Exhibit "A"
LEGAL DESCRIPTION

DESCRIPTION: (POD C)

A portion of Tracts 66, 67 and 68, Block 85, "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, 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 2090.52 feet; thence N 89°03'15" E, a distance of 1604.08 feet to the POINT OF BEGINNING; thence N 89°36'21" E, a distance of 311.21 feet; thence N 46°52'01" W, a distance of 78.03 feet to a point of curvature; thence Northerly and Easterly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 33°38'29", an arc distance of 102.75 feet to a point of tangency thence N 80°21'14" E, a distance of 14.13 feet; thence N 89°35'06" E, a distance of 145.87 feet; thence S 73°45'23" E, a distance of 25.62 feet to a point of curvature; thence Easterly and Southerly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 25°46'21", an arc distance of 78.72 feet; thence S 47°59'02" E, a distance of 113.20 feet; thence S 12°34'17" W, a distance of 115.27 feet to a point of curvature; thence Southerly along the arc of a curve to the left having a radius of 250.00 feet, a central angle of 30°41'24", an arc distance of 133.91 feet to a point of tangency, thence S 18°07'07" E, a distance of 44.43 feet; thence N 54°03'33" W, a distance of 29.35 feet; thence N 90°00'00" W, a distance of 169.56 feet to a point of curvature; thence Westerly and Southerly along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 46°57'50", an arc distance of 20.49 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right having a radius of 325.00 feet, a central angle of 25°42'24", an arc distance of 145.82 feet to a point of non-tangency thence S 21°15'26" E, a distance of 100.00 feet; thence Southwesterly along the arc of a curve to the right whose radius point bears N 21°15'26" W, having a radius of 425.00 feet, a central angle of 20°51'47", an arc distance of 154.75 feet to a point of tangency, thence S 89°36'21" W, a distance of 260.91 feet to a point of curvature; thence Westerly and Northerly along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 99°30'18", an arc 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.

Containing 386,195 Square Feet / 8.87 Acres, more or less.

3

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS

FOR

ESSEX PARK AT REGENCY LAKES

WHEREAS, the Declaration of Restrictions for ESSEX PARK AT REGENCY LAKES ("the Declaration") has been duly recorded in Official Records Book 23831, Page 435, 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 add an incorporation provision in Section 26 of Article II of the Declaration;

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

AMENDMENT TO SECTION 26
OF THE DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES

26. 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 shall control in the event the content of same is in conflict with the terms of this Declaration of Restrictions.

IN WITNESS WHEREOF, REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership, do hereby execute this Amendment to Declaration of Restrictions in their name by their undersigned duly authorized officers, and affix their seals hereto, this 27 day of OCT, 1995.

REGENCY LAKES, a Florida joint venture,
U/A/D December 31, 1993 .

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

John Sloman
Witness John Sloman
GA Wegman
Witness GA Wegman

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

2K24230PG0579

100

ORIOLE JOINT VENTURE LIMITED, a Florida
Limited Partnership

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

E.C. Jensen
Witness

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

Witness

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29
day of OCTOBER, 1995, 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.



JILL A. SLWA
My Commission CC463677
Expires May 14, 1999
Bonded by ANB
600-852-9878

Jill A. Slwa
Print: Jill A. Slwa
Notary Public, State of Florida
My Commission Expires: 5-14-99

OK 24230 P611580

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th
day of OCTOBER, 1995, 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.

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

Jeanette Calderone
Print: Jeanette Calderone
Notary Public, State of Florida #16495
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 11/15/95
BONDED THROUGH GENERAL D&A LEAD.



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

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

ESSEX PARK AT REGENCY LAKES

WHEREAS, the Declaration of Restrictions for ESSEX PARK AT REGENCY LAKES ("the Declaration") has been duly recorded in Official Records Book 23831, Page 435, 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 reserve for the benefit of the MASTER ASSOCIATION the Lake Maintenance Easements in Section 15(C) of Article II of the Declaration;

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

AMENDMENT TO SECTION 15(C)
OF THE DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES

C. Lake Maintenance Easements: The SUBDIVIDER hereby reserves and grants, for the duration of the term of this Declaration, those certain unrecorded twenty-foot (20') Lake Maintenance Easements for the benefit of the SUBDIVIDER, the MASTER ASSOCIATION, the ASSOCIATION and the OWNERS of the contiguous lots 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 17, 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.

065052615500

IN WITNESS WHEREOF, REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership, do hereby execute this Amendment to Declaration of Restrictions in their name by their undersigned duly authorized officers, and affix their seals hereto, this 17 day of May, 1996.

(23)
41

REGENCY LAKES, a Florida joint venture,
U/A/D December 31, 1993

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

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

Todd C. Drosky
Witness
Charles H. Wilbur
Witness

ORIOLE JOINT VENTURE LIMITED, a Florida
Limited Partnership

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

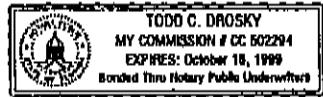
BY: Richard D. Levy
Richard D. Levy, C.E.O.

Todd C. Drosky
Witness
Charles H. Wilbur
Witness

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17
day of May, 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.

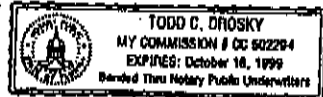
Todd C. Drosky
Print: Todd C. Drosky
Notary Public, State of Florida
My Commission Expires:



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17
day of May, 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.

Todd C. Drosky
Print: Todd C. Drosky
Notary Public, State of Florida
My Commission Expires:



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

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

3625165262591

14 730

97-237455 TH016
03-09-97 03:00PM

PREPARED BY AND RETURN TO:
Todd C. Drosky, Esquire
Gillespie & Allison, P.A.
1515 South Federal Highway, Suite 300
Boca Raton, Florida 33432
(561) 368-5758

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

ESSEX PARK AT REGENCY LAKES

WHEREAS, the Declaration of Restrictions for ESSEX PARK AT REGENCY LAKES ("the Declaration") has been duly recorded in Official Records Book 23831, Page 435, 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 said Declaration;

NOW, THEREFORE, the undersigned SUBDIVIDER does hereby certify that the following Amendment is a true and correct copy of said Amendment, as made and approved by the SUBDIVIDER.

**AMENDMENT TO ARTICLE I
OF THE DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**

- 7. "LOTS" shall mean and refer to those parcels of land which are intended to contain residential improvements, and which are delineated and graphically described on the Site Plan of the Property attached to the Declaration.
- 8. "COMMON AREA" shall mean and refer to that land, which is owned by and titled in the name of the ASSOCIATION, and which is not owned by any OWNER.

**AMENDMENT TO ARTICLE II, SECTION 3(C)
OF THE DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**

- C. All ground areas within the SUBDIVISION, including ground within the Lots that is not covered by approved buildings, improvements, structures or paved parking facilities, and all COMMON AREA grounds, including, but not limited to, Landscape Tracts, as depicted on the Site Plan attached to the Declaration, shall be maintained by ASSOCIATION as lawn or landscaped areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.

**AMENDMENT TO ARTICLE II, SECTION 11
OF THE DECLARATION OF RESTRICTIONS
FOR ESSEX PARK 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, OWNERS' lawns, COMMON AREAS, and 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 Essex Park at Regency Lakes 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 ESSEX PARK 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, 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(E)
OF THE DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**


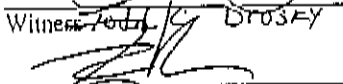
- E. The monthly assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and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

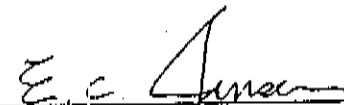
**AMENDMENT TO ARTICLE II, SECTION 23
OF THE DECLARATION OF RESTRICTIONS
FOR ESSEX PARK AT REGENCY LAKES**

23. 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. The power of amendment shall permit the SUBDIVIDER to amend this Declaration at anytime without the joinder or consent of any third party.

IN WITNESS WHEREOF, REGENCY DEVELOPMENT II, INC., a Florida corporation, and ORIOLE JOINT VENTURE LIMITED, a Florida limited partnership, do hereby execute this Amendment to Declaration of Restrictions in their name by their undersigned duly authorized officers, and affix their seals hereto, this 25 day of April, 1997.


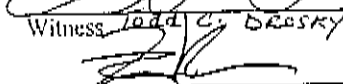
REGENCY LAKES, a Florida joint venture,
U/A/D December 31, 1993 2826 University Dr
Coral Springs, FL 33065
BY: REGENCY DEVELOPMENT II, INC.,
a Florida corporation

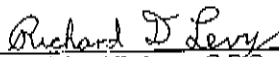

Witness Todd C. Drosky

Witness Zandra Vann

BY: 
E.C. Jensen, President

ORIOLE JOINT VENTURE LIMITED, a Florida
Limited Partnership

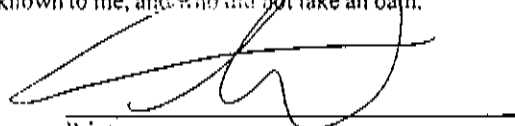
BY: Oriole Limited, Inc. a Florida
Corporation
Its General Partner


Witness Todd C. Drosky

Witness Zandra Vann

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

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.

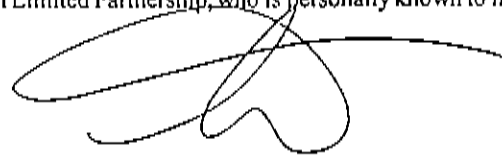


Print: _____
Notary Public, State of Florida
My Commission Expires:

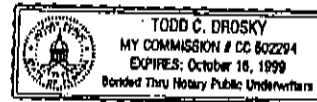


STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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

PREPARED BY AND RETURN TO:

JILL A. SOMAN, ESQ.
ZACK KOSNITZKY, P.A.
100 S.E. Second Street
Suite 2800
Miami, Florida 33131

FOURTH AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR ESSEX PARK AT REGENCY LAKES

THIS FOURTH AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR ESSEX PARK AT REGENCY LAKES (this "Fourth Amendment") is made by Lennar Homes, Inc., a Florida corporation ("Lennar"), as successor to Regency Lakes, a Florida joint venture ("Regency Lakes") as of the 1st day of February, 1998.

RECITALS

A. Regency Lakes recorded that certain Declaration of Restrictions for Essex Park at Regency Lakes (the "Original Declaration") in Official Records Book 23831 at Page 435 of the Public Records of Broward County, Florida respecting Essex Park at Regency Lakes ("Subdivision").

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

1. Certificate of Amendment to the Declaration of Restrictions for Essex Park at Regency Lakes recorded in Official Records Book 24230 at Page 579 of the Public Records of Broward County, Florida;

2. Certificate of Amendment to the Declaration of Restrictions for Essex Park at Regency Lakes recorded in Official Records Book 25165 at Page 590 and as re-recorded in Official Records Book 26401 at Page 321 of the Public Records of Broward County, Florida;

3. Certificate of Amendment to the Declaration of Restrictions for Essex Park at Regency Lakes recorded in Official Records Book 26401 at Page 425 of the Public Records of Broward County, Florida;

The Original Declaration together with the Amendments shall hereinafter be referred to as the "Declaration").

C. Regency Lakes assigned all of its rights as Subdivider to Lennar pursuant to that certain Assignment of Rights of Subdivider for Essex Park at Regency Lakes recorded in Official Records Book 26401 at Page 567 of the Public Records of Broward County, Florida.

D. Section 23 of Article II of the Declaration provides that the Subdivider may amend the Declaration at anytime without the joinder or consent of any third party.

E. Lennar desires to amend the Declaration.

NOW THEREFORE, Lennar does hereby declare that all of the Subdivision is subject to the Declaration and this Fourth Amendment, all of which are covenants running with the land, and the following amendment is true and correct, and is made and approved by Lennar.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment.
2. **Conflicts.** In the event that there is a conflict between this Fourth Amendment and the Declaration, then this Fourth Amendment shall control. Whenever possible, this Fourth Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, unless otherwise provided herein.
4. **Garages, Carports and Storage Areas.** The third sentence of Section 4, Article II is hereby deleted in its entirety and replaced with the following:

All single family residences are required to have at least one (1) car garages.
5. **Covenant Running With Essex Park at Regency Lakes.** This Fourth Amendment shall be a covenant running with all of the Subdivision.

IN WITNESS WHEREOF, Lennar has caused this Fourth Amendment to be executed as of the 1st day of February, 1998

WITNESSES: LENNAR HOMES, INC., a Florida corporation

Shannon Loughlin
Print name: Shannon Loughlin

Michael D. Hutchison
Print name: Michael D. Hutchison

By: [Signature]
Name: Michael D. Hutchison
Title: Division President

(SEAL)

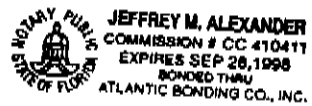
STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of February, 1998 by MIKE HUTCHISON as DIVISION PRESIDENT of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print name: _____



JOINDER

ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC. ("Association") does hereby acknowledge that it is bound by and subject to the Fourth Amendment to the Declaration of Restrictions for Essex Park at Regency Lakes ("Fourth Amendment") to which this Joinder is attached. The Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of such Fourth Amendment as the Association has no right to approve any amendment to or modification of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the 12 day of February, 1998.

WITNESSES:

ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: Johanna Laughon

[Signature]
Print Name: [Illegible]

By: [Signature]
Torey Eisenman, President
(SEAL)

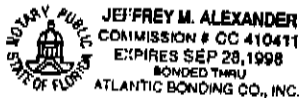
STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of February, 1998 by Torey Eisenman as President of ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print name: _____





FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

April 11, 1996

TODD C. DROSKY, ESQ.
GILLESPIE & ALLISON, P.A.
1515 SOUTH FEDERAL HWY, SUITE 300
BOCA RATON, FL 33432

Re: Document Number N95000003896

The Articles of Amendment to the Articles of Incorporation of ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, were filed on April 8, 1996.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Karen Gibson
Corporate Specialist
Division of Corporations

Letter Number: 796A00016652

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF
ESSEX PARK AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.

FILED

96 APR -8 AM 10:51

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE X (C) of the Articles of Incorporation of ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., is hereby amended to read:

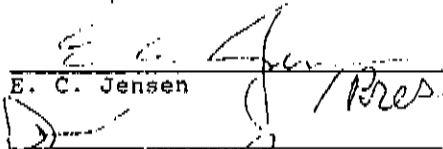
ARTICLE X (C) AMENDMENT TO
ARTICLES OF INCORPORATION

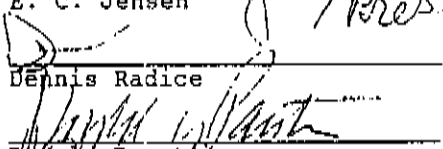
C. The proposed Amendment shall be submitted to and approved by the Members at such meeting. Any number of Amendments may be submitted to the Members and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of the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

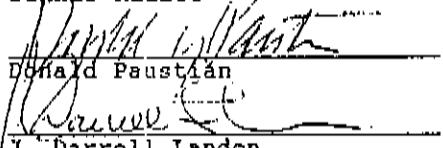
All other paragraphs of the Articles of Incorporation shall remain unchanged.

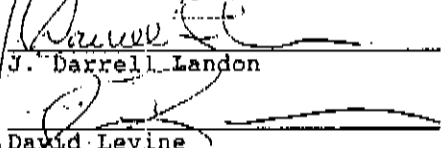
Pursuant to Article VI of the Articles of Incorporation, there are no Members entitled to vote on the foregoing amendment.

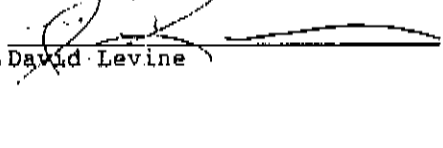
The foregoing amendment was adopted and approved by the undersigned Directors, who constitute the entire Board of Directors, as there are no Members entitled to vote on the amendment, on this 1 day of FEBRUARY, 1996.


E. C. Jensen


Dennis Radice


Donald Paustian



J. Darrell Landon


David Levine

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

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

Witness my hand and official seal, this 1 day of FEBRUARY, 1996.


Notary Public, State of
Florida at Large

My Commission expires: 5-14-99

(Seal)

49

State of Florida



Department of State

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 ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N95000003896.

RECORD & RETURN TO:
COLONIE, 10076 & GAYHERBERT, P.A.
1630 North Federal Highway
P.O. Box 23800
Fort Lauderdale, Florida 33307

WILL CALL



CR2EO22 (2-95)

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

Sandra B. Northam
Secretary of State

BK26448PG0207

AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF
ESSEX PARK AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.

FILED
97 MAY -6 PM 3:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE III, Section M, of the Articles of Incorporation of ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., is hereby deleted in its entirety.

ARTICLE VI, Section A, of the Articles of Incorporation of ESSEX PARK AT REGENCY LAKES 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 ESSEX PARK AT REGENCY LAKES. Thereafter, Directors shall be Members of the ASSOCIATION and must be residents of ESSEX PARK 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 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.

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ARTICLE X, of the Articles of Incorporation of ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., is hereby deleted in its entirety and shall be replaced with the following:

ARTICLE X, 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.

ARTICLE XV, of the Articles of Incorporation of ESSEX PARK AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., is hereby amended to read:

ARTICLE XV, AMENDMENT TO ARTICLES OF INCORPORATION

South Florida Resident Agents, Inc., is hereby designated as the ASSOCIATION'S Registered Agent for service of process within the State of Florida at 200 South Biscayne Boulevard, Suite 4750, Miami, Florida 33131. Please refer to Acceptance by Registered Agent attached hereto.

All other paragraphs of the Articles of Incorporation shall remain unchanged.

Pursuant to Article VI of the Articles of Incorporation, there are no Members entitled to vote on the foregoing amendment.

The foregoing amendment was adopted and approved by the undersigned Directors, who constitute the entire Board of Directors, as there are no Members entitled to vote on the amendment, on the 25th day of April, 1997.

William R. Harris
WILLIAM HARRIS

T. Richards
TIM RICHARDS

E. C. Jensen
E.C. JENSEN

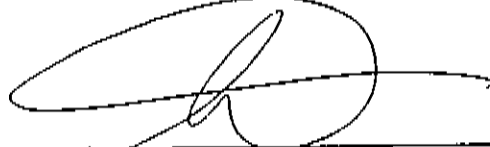
Susannah M. Martz
SUSANNAH M. MARTZ

David Levine
DAVID LEVINE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by E.C. JENSEN, SUSANNAH M. MARTZ, WILLIAM HARRIS, TIM RICHARDS and DAVID LEVINE, who are personally known to me and who did take an oath.

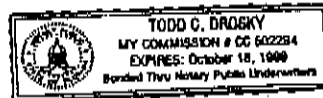
Witness my hand and official seal, this 25th day of April, 1997.



Notary Public, State of Florida at Large

Todd C. Drosky
Print/type Notary Name
My Commission Expires:

(SEAL)
chris@regencylennarfloridaw/17/97



DK 266406U202

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 23 day of April, 1997



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

(\word\forms\regagent\kj)

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

DN 7 0 4 7 3 3 3 0 1 1 0

PREPARED BY AND RETURN TO:

TODD C. DROSKY, ESQUIRE
Gillespie & Allison, P.A.
1515 South Federal Highway, Suite 300
Boca Raton, Florida 33432
(561) 368-5758

W/C TRI-COUNTY for: -

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

CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF
ESSEX PARK AT
REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Bylaws of Essex Park at Regency Lakes Homeowners' Association, Inc. (the "Bylaws") has been adopted at the first meeting of the Board of Directors on July 31, 1995; and

WHEREAS, Section 8 the Bylaws provides that the Bylaws may be amended by the Board of Directors; and

WHEREAS, the Board of Directors desires to amend the Bylaws;

NOW, THEREFORE, the undersigned Board of Directors do hereby certify that the following Amendment of the Bylaws is a true and correct copy of said Amendment, as made and approved by the Board of Directors.

AMENDMENT TO SECTION 3(1) TO THE
BYLAWS FOR
ESSEX PARK AT
REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

Section 3(1) Membership. The affairs of the Association shall be managed by a board of three (3) directors, except as provided hereinafter in subsection 3.2(d) below.

AMENDMENT TO SECTION 3(2)(b) TO THE
BYLAWS FOR
ESSEX PARK AT
REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

Section 3(2)(b) is hereby deleted in its entirety.

AMENDMENT TO SECTION 8 TO THE
BYLAWS FOR
ESSEX PARK AT
REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

8. AMENDMENTS. These Bylaws may be amended in the following manner:

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

.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

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- (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 Essex Park at Regency Lakes 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 ESSEX PARK AT REGENCY LAKES 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.

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

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Todd C. Drosky
Print/Type Notary Name
My Commission Expires:



**ESSEX PARK AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.¹
1998 ESTIMATED OPERATING BUDGET²
FOR THE PERIOD MARCH 1, 1998 THROUGH DECEMBER 31, 1998³
Based on 49 Lots**

DESCRIPTION	MONTHLY	ANNUALLY ⁴
ACCOUNTING	\$41.67	\$500.00
ELECTRICITY (SEE NOTE 5)	466.67	5,600.00
FENCE MAINTENANCE	12.50	150.00
INSURANCE	161.92	1,943.00
LANDSCAPE REPLACEMENT	25.00	300.00
LAWN MAINTENANCE (SEE NOTE 6)	1,603.33	19,240.00
MANAGEMENT FEES (SEE NOTE 7)	245.00	2,940.00
MISCELLANEOUS	8.33	100.00
OFFICE SUPPLIES/POSTAGE	25.00	300.00
PERMITS/LICENSES	20.83	250.00
PROFESSIONAL FEES (SEE NOTE 8)	41.67	500.00
REPAIRS/MAINTENANCE	25.00	300.00
TAXES	0.00	0.00
TOTAL FOR ALL LOTS	\$2,676.92	\$32,123.00
ASSESSMENTS PAYABLE BY EACH LOT	\$54.63	\$655.57

DESCRIPTION OF RESERVES	MONTHLY	ANNUALLY
PAVING/SEALING	42.76	513.16
RESERVES PAYABLE BY EACH LOT	\$0.87	\$10.47

DESCRIPTION OF RESERVES APPLICABLE TO ALL LOTS

RESERVE DESCRIPTION	ESTIMATED USEFUL LIFE (YEARS)	ESTIMATED REMAINING LIFE	REPLACEMENT COST	PRESENT RESERVE BALANCE
PAVING/SEALING	20	19	10,000.00	250.00
TOTAL RESERVES			\$10,000.00	\$250.00

TOTAL ASSESSMENTS AND RESERVES PAYABLE PER LOT	MONTHLY	ANNUALLY
ASSESSMENTS	\$54.63	\$655.57
RESERVES	0.87	10.47
TOTAL ASSESSMENTS AND RESERVES	\$55.50	\$666.04

ESSEX PARK 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 Essex Park 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 within Essex Park.
6. The lawn maintenance includes mowing of lawns for each Lot at a cost of \$12.85 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.