

THIS INSTRUMENT PREPARED BY/  
RECORD AND RETURN TO:  
MICHAEL R. FLAM, ESQUIRE  
FLORIDA NATIONAL PROPERTIES, INC.  
3300 UNIVERSITY DRIVE  
CORAL SPRINGS, FLORIDA 33065

92324532

DECLARATION AND GENERAL PROTECTIVE  
COVENANTS FOR CORAL CREEK COMMUNITY

THIS DECLARATION is made this 24th day of July, 1992 by  
FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, its successors  
and assigns ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant, presently having its principal place of  
business in Broward County, Florida, is developing a residential  
community to be known as the "Coral Creek Community"; and

WHEREAS, the real property which may ultimately be developed as the  
Coral Creek Community is located in the City of Coral Springs, Broward  
County, Florida, and within the general boundary of State Road 7 (U.S.  
441) on the east, the lands comprising the Plat of "Butler Farms Section  
Two" (commonly known as "Hidden Hammocks") on the west, Wiles Road on  
the south, and the Sawgrass Expressway on the north, as more  
particularly shown on the Plat of "Coral Creek", as recorded in Plat  
Book 146, at Page 6, of the Public Records of Broward County, Florida,  
but excluding therefrom Parcel S and such real property which may be  
developed for commercial purposes; and

WHEREAS, Declarant by this Declaration hereby imposes those certain  
protective covenants, conditions and restrictions set forth herein upon  
only a portion of the Coral Creek Community which portion of the Coral  
Creek Community is legally described on Exhibit "A" attached hereto and  
incorporated herein by this reference, and which shall be herein  
referred to as the "Committed Property"; and

WHEREAS, Declarant may in the future elect to add or not to add  
additional portions of the Coral Creek Community to the Committed  
Property and thereby subject such additional portions of the Coral Creek  
Community to this Declaration and, as well, to impose additional  
protective covenants, conditions and restrictions not set forth in this  
Declaration on such additional portions of the Coral Creek Community;  
and

WHEREAS, Declarant may impose additional protective covenants,  
conditions and restrictions, in conjunction with this Declaration, as  
may be necessary and appropriate on each "Neighborhood" (as that term is  
hereinafter defined); and

WHEREAS, Declarant desires to contribute to the benefit of the  
Committed Property and residents and to provide a method for some of the  
maintenance of the water bodies, land and improvements thereon, and to  
this end desires to subject the Committed Property to the protective

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covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Committed Property and each "Owner" (as that term is hereinafter defined) thereof; and

WHEREAS, Declarant has caused Coral Creek Homeowners Association, Inc., a Florida corporation not for profit (the "Corporation") to be formed, and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of the Committed Property; and the collection and disbursement of the "Operating Expenses" and "Neighborhood Expenses" (as those terms are hereinafter defined) all as more particularly set forth herein. The Corporation is NOT a condominium association under Chapter 718, Florida Statutes; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without the Coral Creek Community by deed, easement, or otherwise to the Corporation (which must accept the same), or Declarant may in its sole discretion cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of its "Members" (as that term is hereinafter defined) and their families, tenants and guests.

NOW, THEREFORE, Declarant, declares that the Committed Property, together with such additional portions of the Coral Creek Community, if any, as may hereafter be added to the Committed Property in accordance with this Declaration, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration and the other "Governing Documents" (as that term is hereinafter defined), all of which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### **ARTICLE 1 DEFINITIONS**

1.1 "Articles" shall mean and refer to the First Restatement of the Articles of Incorporation of Coral Creek Homeowners Association, Inc., a copy of which is attached hereto as Exhibit "B," as may be amended from time to time.

1.2 "Assessments" shall mean and refer to any and all assessments made by the Corporation in accordance with the provisions of this Declaration, including, but not limited to, assessments to pay Operating Expenses, Neighborhood Expenses and expenses which are the subject of Special Assessments, as more particularly set forth in Articles 6 and 7 of this Declaration.

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

1.4 "By-Laws" shall mean and refer to the First Restatement of the By-Laws of Coral Creek Homeowners Association, Inc., a copy of which is attached hereto as Exhibit "C," as may be amended from time to time.

1.5 "Committed Property" shall mean and refer to (a) those portions of the Coral Creek Community which is that real property legally described on Exhibit "A" attached hereto; and (b) those portions of the Coral Creek Community, if any, which may hereafter become Committed Property pursuant to the recordation of one or more "Supplements" (as that term is defined in Article 1.29 hereof and described in Article 2.3 hereof).

1.6 "Coral Creek Community" shall mean and refer to that certain real property located in the City of Coral Springs, Broward County, Florida, and within the general boundary of State Road 7 (U.S. 441) on the east, the lands comprising the Plat of "Butler Farms Section Two" (commonly known as "Hidden Hammocks") on the west, Wiles Road on the south, and the Sawgrass Expressway on the north, as more particularly shown on the Plat of "Coral Creek", as recorded in Plat Book 146, at Page 6, of the Public Records of Broward County, Florida, but excluding therefrom Parcel S and such real property which may be developed for commercial purposes. Only a portion of the Coral Creek Community is Committed Property under this Declaration, but all or additional portions of the Coral Creek Community may become Committed Property as further set forth in Article 2.3 hereof.

1.7 "Corporation" shall mean and refer to the Coral Creek Homeowners Association, Inc., a Florida corporation not for profit, which has its principal place of business in Broward County, Florida, its successors or assigns.

1.8 "Corporation Common Area" shall mean and refer to all personal property together with real property including any improvements and fixtures thereon, owned, leased or the use of which, exclusively or non-exclusively, has been granted to the Corporation as set forth in this Declaration or a Supplement, including, but not limited to, the real property legally described in Exhibit "D" attached hereto and made a part hereof, all as further described in Article 2.4 hereof. The Corporation Common Area is NOT condominium property under Chapter 718, Florida Statutes.

1.9 "Declarant" shall mean and refer to Florida National Properties, Inc., a Florida corporation, presently having its principal place of business in Broward County, Florida, its successors or assigns of any or all of its rights under the Governing Documents as specified by Declarant.

1.10 "Declaration" shall mean and refer to this document, entitled "Declaration and General Protective Covenants for Coral Creek Community" as the same may be amended from time to time.

1.11 "Dwelling Unit" shall mean and refer to any residential dwelling unit intended as an abode for one family constructed on a portion of the Committed Property including, without limitation, a

detached single family home, an attached single family home, an attached townhouse, patio dwelling, duplex or multiplex dwelling, or any apartment-type building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership or possession.

1.12 "Governing Documents" shall mean and refer to this Declaration and the Articles, By-Laws and the Rules and Regulations of the Corporation, if any, all as filed or recorded, if required, and all as may be amended from time to time. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence: this Declaration, the Articles, the By-Laws and the Rules and Regulations.

1.13 "Land Segment" shall mean and refer to real property which is a part of the Committed Property and which is not a "Single Family Lot" (as that term is hereinafter defined), or Dwelling Unit and which is designated by Declarant in writing as a Land Segment. Each Land Segment shall have that number of "Property Units" and "Values" (as those terms are hereinafter defined) which are attributed and assigned to it by Declarant in accordance with the provisions of Article 5.3 of this Declaration.

1.14 "Members" shall mean and refer to those "Persons" (as that term is hereinafter defined) who are entitled to membership in the Corporation, i.e., every Owner and Declarant.

1.15 "Neighborhood" shall mean and refer to each separately developed and denominated portion of the Committed Property designated by Declarant as a Neighborhood in this Declaration, an Amendment to this Declaration, a Supplement or Neighborhood Covenants.

1.16 "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association, or other such entity, their successors and assigns, responsible for administering a Neighborhood, but not including the Corporation.

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

1.18 "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by an instrument recorded in the Public Records of Broward County, Florida, and which is executed by, or consented to by Declarant and which is applicable to one or more specific Neighborhoods.

1.19 "Neighborhood Expenses" shall mean and refer to the expenses for which the Owners of a particular Neighborhood are liable to the

Corporation, if any, which include the costs and expenses incurred by the Corporation to benefit primarily the Owners of that particular Neighborhood, and which are in addition to the Operating Expenses, as further set forth in Article 9.5 hereof.

1.20 "Operating Expenses" shall mean and refer to the expenses for which Owners are liable to the Corporation as described in this Declaration and in any other of the Governing Documents, and include, but are not limited to, the costs and expenses incurred by the Corporation in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing the Corporation Common Area, other real property, or portions of either and improvements thereon, as well as expenses incurred by the Corporation in fulfilling the obligations under the Governing Documents, which mean and include the costs and expenses described in the Governing Documents as such and include Individual Plot Assessments and Special Assessments made by the Corporation in accordance with the terms hereof.

1.21 "Owner" shall mean and refer to a record owner of any fee interest in any "Plot" (as that term is hereinafter defined) located within the Committed Property, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

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

1.23 "Plot" shall mean and refer to any of the following property within that portion of the Coral Creek Community which is Committed Property: a Single Family Lot; a Dwelling Unit; a Land Segment; or any quantity of real property, platted or unplatted, including any fixtures, improvements and "Structures" (as that term is hereinafter defined) thereon, capable of being described with such definiteness that its location and boundaries may be established, which is determined by the Declarant to be used, developed and conveyed as a unit and which is not Corporation Common Area or Neighborhood Common Area.

1.24 "Property Units" shall mean and refer to the number of Dwelling Units which may be constructed on a particular Land Segment and which have been attributed to a particular Land Segment by Declarant, in writing, in accordance with the provisions of Article 5.3 of this Declaration.

1.25 "PTWCD" shall mean and refer to the Pine Tree Water Control District, a special taxing district established by the State of Florida, its successors and assigns.

1.26 "Rules and Regulations" shall mean and refer to the rules and regulations promulgated by the Board, if any, in accordance with the terms of the Governing Documents.

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1.27 "Single Family Lot" shall mean and refer to a single family lot shown on a plat recorded in the Public Records of Broward County, Florida, which is part of the Committed Property. Notwithstanding anything contained herein, in the event there is a recorded Declaration of Unity of Title executed by Declarant stating that a Single Family Lot and a portion of a contiguous Single Family Lot or Plot shall "be held and treated as one single parcel of land", such Single Family Lot and portion of such contiguous Single Family Lot or Plot: (a) shall be considered as one (1) Single Family Lot for purposes of this Declaration; and (b) building setbacks and minimum building setback areas shall be measured from the new perimeter property lines of the Single Family Lot as combined by the Declaration of Unity of Title. No more than one (1) Dwelling Unit may be constructed on a Single Family Lot (as defined herein) and said construction shall be in accordance with applicable zoning and use regulations.

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

1.29 "Supplement" shall mean and refer to an instrument executed by Declarant for the purpose of subjecting Uncommitted Property in the Coral Creek Community to this Declaration and to the Committed Property, for designating a Neighborhood, for adding Uncommitted Property to a Neighborhood, or for such other purposes as more fully described in this Declaration, including, but not limited to, Article 2.3 hereof.

1.30 "Turnover Date" shall mean and refer to that date when Declarant shall no longer appoint a majority of the Board of Governors, as further described in Article 5 of the Articles, which shall be no later than ninety (90) days after the Declarant no longer owns fee simple title to at least five (5) Single Family Lots in the Coral Creek Community, which is either Committed Property or which may become Committed Property, or at an earlier time upon a voluntary election of Declarant, whichever occurs first.

1.31 "Uncommitted Property" shall mean and refer to those portions of the Coral Creek Community which are not Committed Property.

1.32 "Value" shall mean and refer to a number, assigned to a Plot which is used in determining that Plot's applicable portion of Operating Expenses, all in accordance with the provisions of Articles 5.3 and 7.1 of this Declaration; and in regard to Land Segments, the Value shall also be used to determine the number of votes assigned to a Land Segment as set forth in Article 5.2 of this Declaration and the number of Dwelling Units which may be constructed on a Land Segment in accordance with Article 5.3 thereof.

1.33 "Vehicle" shall mean and refer to any truck, bus, van, motorcycle, motor scooter, motor bike, commercial vehicle, recreation

vehicle, motor home, mobile home, boat, camper, trailer, automobile or other passenger vehicle.

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

**2.1 General Plan for Development.**

Declarant is the Owner of the Coral Creek Community and presently plans to develop all or a portion of same as a multiphased development. A portion of the Coral Creek Community is Committed Property under this Declaration, and all or a portion of the remainder of the Coral Creek Community may become Committed Property hereunder pursuant to a Supplement or Supplements. It is currently understood that present zoning regulations will permit a maximum number of seven hundred eighty seven (787) Dwelling Units. At this time, the Coral Creek Community is planned to have no less than six hundred fifty (650) Dwelling Units; however, Declarant is not obligated to develop or cause to be developed any particular number of Dwelling Units. Notwithstanding anything provided herein, Declarant reserves the right to modify the number of Dwelling Units to be built in the Coral Creek Community, at Declarant's sole discretion and by its sole act. Declarant shall incur no liability whatsoever and shall be held harmless by the Corporation and the Owners if the number of Dwelling Units built in the Coral Creek Community is more or less than seven hundred eighty seven (787) Dwelling Units. It is currently anticipated that the Coral Creek Community will be divided into several Neighborhoods which may or may not be subject to Neighborhood Covenants in addition to this Declaration.

**2.2 Changes in Plan of Development; Committed Property.**

(a) The foregoing plan of development is the plan currently anticipated by Declarant. Declarant shall not be obligated in any way to undertake the above plan of development. Many factors, including changes in market conditions and in consumer preferences, may cause Declarant to change such plan, and nothing in this Declaration shall in any way limit the right of Declarant, in its sole and absolute discretion, to change the foregoing plan of development. Any changes in the plan of development of the Coral Creek Community may be reflected in Neighborhood Covenants or a Supplement executed by Declarant and recorded in the Public Records of Broward County, Florida.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED OR CONTAINED IN ANY OF THE GOVERNING DOCUMENTS, ONLY THAT PORTION OF THE CORAL CREEK COMMUNITY WHICH IS COMMITTED PROPERTY SHALL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS.

**2.3 Committing Property.**

(a) Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to add at any time and from time-to-time, additional portions of the Uncommitted Property to the Committed Property by recording in the

Public Records of Broward County, Florida, a Supplement subjecting such Uncommitted Property to this Declaration.

(b) Declarant may also, in its sole discretion, include in a Supplement certain provisions which (i) modify any of the provisions of this Declaration insofar as they may apply to such Uncommitted Property only, or (ii) create new provisions applicable to such Uncommitted Property, or (iii) omit the applicability of any of the provisions of this Declaration to such Uncommitted Property, or (iv) do any, all, or none of the above.

(c) The execution and recordation of this Declaration shall not be construed to require Declarant to subject any portions of the Coral Creek Community, other than the Committed Property, to the covenants, conditions, restrictions or other provisions of this Declaration or any other recorded instrument.

(d) If Declarant determines not to add a particular portion of the Coral Creek Community to the Committed Property and Declarant desires to make a statement to this effect of record, Declarant may by its act alone, without the necessity of the joinder of the Corporation or any Person, place a statement to that effect in the Public Records of Broward County, Florida, in which event such portion of the Coral Creek Community described therein may not become Committed Property and shall not be affected by any of the provisions of this Declaration whatsoever.

#### 2.4 Corporation Common Area.

(a) Corporation Common Area is those portions of the Committed Property designated as such in this Declaration, a Supplement or other written instrument recorded in the Public Records of Broward County, Florida. Declarant may in its sole discretion, establish Corporation Common Area for recreational, maintenance, utilities, access, ingress, egress, or other purposes. The Corporation Common Area shall be only that property designated as such by Declarant. The real property legally described on Exhibit "D" is Corporation Common Area.

(b) Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion to, or, to cause others to, convey, lease or grant a license, or other use right, to real property within or without the Coral Creek Community, whether it be Committed Property or not, to the Corporation for such purposes as may be expressed in the instrument of conveyance, lease, or grant of license or use. No such real property shall be considered to be Corporation Common Area until actually so conveyed, leased or a grant of license or other use right is created by a written instrument.

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

right. Except as provided above and in Article 2.4 (e) and (f) below, Corporation shall not accept, from any Person other than Declarant, a conveyance, lease, grant of license or grant of use right except upon the prior written consent of the Declarant, which consent may be withheld in Declarant's sole discretion.

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

(e) Declarant may convey real property to PTWCD and it may cause the Corporation to enter into a lease, license or other use agreement, on an exclusive or non-exclusive basis, of such real property with PTWCD. The lease, license or use agreement may provide that the Corporation and its Members may use or have the benefit of such real property on an exclusive or non-exclusive basis and may obligate the Corporation to maintain and pay for the administration, taxes, insurance, upkeep, repair, replacement and maintenance of such real property, which costs shall be Operating Expenses or Neighborhood Expenses, as the case may be, whether or not such real property is or is not Corporation Common Area.

(f) The Corporation may enter into easement agreements or other use or possessory agreements whereby the Corporation may obtain the use or possession of certain real property not owned by Declarant, on an exclusive or non-exclusive basis, and included or not included within Committed Property, for certain specified purposes and whereby the Corporation agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement and maintenance of such property. The aforesated expenses shall be an Operating Expense or Neighborhood Expense, as the case may be, whether or not such real property shall be Corporation Common Area. Prior to the Turnover Date, no such agreement shall be entered into without the prior written consent of Declarant, which consent may be withheld in Declarant's sole discretion.

(g) The Declarant declares, subject to the provisions of this Declaration, including, but not limited to, the provisions of Articles 4.1 and 2.4(a) hereof, that the Corporation Common Area is subject to a perpetual non-exclusive easement in favor of Declarant, the Corporation, the Neighborhood Associations, the Owners, their family members, guests, invitees, and lessees, to use the Corporation Common Area for all normal purposes which same is intended for, including, but not limited to, ingress and egress and for the furnishing of services and facilities for which the same are reasonably intended in accordance with the terms of this Declaration. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, DECLARANT, IN ITS SOLE DISCRETION, MAY TERMINATE SUCH EASEMENTS AS TO A PORTION OF THE CORPORATION COMMON AREA AND CAUSE SAME

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TO BECOME NEIGHBORHOOD COMMON AREA(S) OR CAUSE THE USE OF SUCH CORPORATION COMMON AREA TO BE LIMITED TO ONLY A PARTICULAR NEIGHBORHOOD(S), BY THE RECORDATION OF AN INSTRUMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, STATING SUCH FACT AND DESCRIBING SUCH CORPORATION COMMON AREA BEING MADE INTO NEIGHBORHOOD COMMON AREA(S) OR BEING LIMITED TO USE BY ONLY A PARTICULAR NEIGHBORHOOD(S), PROVIDED THAT SUCH ACT SHALL NOT DEPRIVE AN OWNER OF A MEANS OF INGRESS AND EGRESS FROM HIS PLOT TO A PUBLICLY DEDICATED ROAD OR OF A MEANS OF BEING FURNISHED THOSE PUBLIC UTILITIES WHICH WERE IMMEDIATELY PRIOR THERETO BEING FURNISHED. Declarant also declares that the Corporation Common Area are also subject to an easement for ingress and egress in favor of governmental and quasi-governmental entities for the purposes of police, fire, mail, ambulance, garbage collection, municipal or other such governmental services.

(h) Declarant reserves the right for itself and its designees to grant additional easements for use, ingress and egress, governmental services and utilities over, across and under all portions of the Corporation Common Area, for the use and benefit of Persons who are not Members of the Corporation or Owners and for portions of the Coral Creek Community which are not Committed Property hereunder.

(i) Declarant, until the Turnover Date, and thereafter the Corporation, shall have the right, in its sole discretion, to suspend a Member's right to use the recreation portions, if any, of the Corporation Common Area, during any period when such Member fails to pay any Assessment when due.

#### 2.5 Other Entities or Associations.

Declarant shall have the right and the power, but neither the duty nor the obligation, to record instruments subjecting portions of the Coral Creek Community to Neighborhood Covenants. Such provisions may or may not create Neighborhood Associations or entities other than the Corporation. Such other entities may or may not have the same, additional, or different rights, powers, duties or privileges with respect to such portions of the Coral Creek Community; provided, however, that any such recorded instrument may subject such portions of the Coral Creek Community to the jurisdiction of the Corporation, and may make the Owners of such portions of the Coral Creek Community Members of the Corporation under such terms and conditions as may be provided therein, which may be the same as, or substantially different from, the terms and conditions of membership as provided herein. All Neighborhood Covenants shall be subject to the provisions of this Declaration.

#### 2.6 Enforcement.

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

designee. When and if Declarant determines to assign any of its rights, powers, privileges or duties hereunder, Declarant shall have no responsibility or liability in regard thereto, including, but not limited to, any responsibility or liability for the failure of any assignees to perform the rights, powers, privileges or duties so assigned.

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

(c) Declarant, its designees or such other party having the right to enforce this Declaration, if any, pursuant to Article 2.6 (b) above shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any such provisions, to restrain the violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and to enforce any lien created by this Declaration. Failure by Declarant, or the Corporation, or a Neighborhood Association, or any Owner, or any other Person, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(d) The costs and attorneys fees, including those resulting from any investigative, trial or appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce this Declaration, if any, pursuant to Article 2.6 (b) above, who prevails in any such enforcement action, or in any action against a Person to enforce any provision of this Declaration, shall be a personal obligation of such Person which shall be paid by such Person and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Plot, collectible in the manner provided in Article 6 of this Declaration.

(e) In the event an Owner (other than Declarant) institutes a legal or other proceeding to enforce any term, provision, restriction, covenant or condition contained in this Declaration, Declarant (and its affiliated and subsidiary entities) and its successors and assigns, officers, directors and employees, shall not in any case be liable or responsible to such Owner or any other party to that proceeding for the payment or reimbursement of that Owner's or party's damages, attorneys' fees or costs associated therewith.

**2.7 Declarant's Inaction.**

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

**2.8 Changes in Use or Boundaries.**

Declarant shall have the right, by an amendment or Supplement executed by Declarant alone, without the consent of the Corporation or the Owners, to take such action as may be required to relocate portions of, change the use or extent of use, or modify the boundaries of any of the Corporation Common Area, any Neighborhood Common Area, or any Plot which Declarant is the Owner thereof, notwithstanding that such portions of the Corporation Common Area, Neighborhood Common Area, or Plot which Declarant is the Owner thereof, may be or may affect Committed Property.

**ARTICLE 3  
GENERAL PROTECTIVE COVENANTS**

**3.1 Use Restrictions.**

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

**3.2 Plans, Specifications and Locations of Structures.**

(a) Declarant may establish, and from time to time modify, architectural review criteria for the design of all Structures and for other work within Committed Property.

(b) No Structure shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of exterior color or other work be done, which in any way alters the exterior appearance of any Structure or Plot or any Corporation Common Area or Neighborhood Common Area without the prior approval of the Declarant.

(c) Each Owner shall, prior to the commencement of any construction, submit to Declarant a "concept plan and design proposals" which shall include a sealed Plot plan, in detail and to scale, schematic site plans, floor plans, exterior elevations and materials, detailed building and site design plans and specifications sufficient and definite in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed. Declarant shall, in writing, within ten (10) days after receipt of each required submittal which it deems complete, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. Declarant reserves the right to require any additional information which may assist it in reaching its decision. If no written notice is sent by Declarant within said ten (10) days the submittal shall be deemed rejected. After approval, any change in location, Plot plan, exterior colors or exterior materials must be re-submitted for approval. Failure to obtain approval by Declarant of all such plans, proposals, specifications and Plot plans prior to the commencement of any construction shall be deemed a material breach hereof and Declarant shall then have the right, in addition to any other rights permitted by law or in equity or in the Governing Documents, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said approval to be torn down or removed forthwith. Declarant reserves the right to modify or enlarge this submission and approval process as it may relate to any particular Neighborhood.

(d) All plans, specifications, proposals, elevations and the like, required to be submitted pursuant to this Article 3.2 shall be prepared, executed and sealed by an architect duly licensed by the State of Florida.

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

(f) Declarant shall have no duty, responsibility or liability to any Owner or to any other Person whomsoever in respect to the exercise of its rights, or the failure to exercise its rights, under the Declaration. Declarant may reject plans, specifications, proposals and the like based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. Declarant's decision to approve, reject or withhold its approval may, in the sole exercise of its discretion, be based upon: (i) the harmony of its

exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community designs; (ii) the character of the exterior materials; (iii) Declarant's design criteria; (iv) Declarant's Development Plan; or (v) any other factor deemed material or relevant by Declarant.

(g) No bay windows, chimneys, balconies or other similar extended Structures shall be permitted on, upon or over the building setbacks. Notwithstanding the preceding provision, the following extended Structures shall be permitted on, upon or over the building setbacks:

- (i) Building appurtenances such as window sills, decorative banding and other similar appurtenances that do not protrude more than twelve (12") inches horizontally into a required building setback;
- (ii) Walls, fences, decks, and similar Structures not exceeding five (5') feet in height except walls or fences constructed by Declarant or its designees;
- (iii) The eaves of the roof of the Dwelling Unit;
- (iv) Air conditioners, pool pumps, sprinkler pumps or other similar mechanical equipment, provided there is adequate shielding of said mechanical equipment. The decision of what constitutes adequate shielding shall be made by Declarant, whose decision shall be final; and
- (v) As set forth in a Supplement or Neighborhood Covenant.

### 3.3 Colors.

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

### 3.4 Factory Built Structures.

No Structure of any kind of what is commonly known as "factory built," "modular," or "mobile home" type construction shall be constructed, erected or placed on any Plot. Notwithstanding the preceding provision, Declarant, its successors and assigns, may use such Structure for a sales office for the length of time necessary to complete the sell-out of all of the Coral Creek Community.

### 3.5 Landscaping.

All areas not covered by Structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with

underground sprinkler systems, to the pavement edge of any abutting streets and to the water line of any abutting lakes, canals or water bodies. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by Declarant. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. All required lawns and landscaping shall be completed at the time of completion of the Structure as evidenced by the issuance of a Certificate of Occupancy, or its equivalent, by the appropriate governmental agency ("Certificate of Occupancy"), and shall be kept in good and living condition by Owner.

### 3.6 Driveways and Parking Areas.

Driveways and parking areas shall be constructed of decorative concrete, paver block, or brick material. Loose stone is prohibited. Declarant may, in its sole and absolute discretion, approve the use of additional materials. Grass or other unpaved driveways or parking areas shall not be permitted. Declarant reserves the absolute right to be more restrictive with regard to driveways and parking areas in a particular Neighborhood.

### 3.7 Underground Utility Lines.

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

### 3.8 Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. Placement of the aforesaid items within any screened enclosure on the Plot shall be permitted so long as there is appropriate landscaping and/or other screening. The decision of what constitutes adequate landscaping and/or screening shall be made by Declarant, whose decision shall be final. No more than one (1) flagpole per Plot for display of the American flag only will be permitted and the flagpole design and location must be first approved in writing by Declarant. An approved flagpole shall not be used as an antenna. No flagpole on a Plot shall exceed a height of fifteen (15') feet above ground level or the height of the Dwelling Unit, whichever is less. Declarant, its successors or assigns, shall have the right, for as long as Declarant maintains a sales office for the Coral Creek Community, to install a flagpole which will not exceed a height of fifty (50') feet above ground level.

### 3.9 Accessory or Temporary Buildings.

No tents and no accessory or temporary Structures shall be permitted on any Plot. Declarant may, upon request of the Owner, permit a temporary construction facility during construction and its size, appearance, color, materials and temporary location on a Plot must be first approved by Declarant. No approved construction facility shall be used as a domicile, either temporary or permanent.

### 3.10 Outdoor Equipment and Storage Area.

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

### 3.11 Air Conditioners.

All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any adjacent street or Plot. Wall and window air conditioning units shall not be permitted.

### 3.12 Solar Collectors.

Solar collectors shall only be permitted at locations and on Structures as are first approved by Declarant.

### 3.13 Signs.

No signs, either permanent or temporary in nature, shall be erected or displayed in or on any Plot, Structure, Dwelling Unit or Vehicle (or to be visible through any window of any Dwelling Unit or Vehicle), unless the placement, character, form, color, size, and time of placement of such signs are first approved by Declarant. No freestanding signs shall be permitted unless approved by Declarant. Signs must also conform with local regulatory codes and ordinances.

### 3.14 Walls, Fences and Shutters.

No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of an adjoining Plot except walls or fences constructed by Declarant or its designees, and no hedge or shrubbery abutting the Plot lines shall be permitted with a height of more than eight (8) feet without the prior approval of Declarant. No wall or fence shall be constructed on any Plot until its height, length, type, design, composition, material and location shall have first been approved by Declarant as set forth in Article 3.2 hereof. 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 Declarant, whose decision shall be final. Hurricane, storm or weather shutters or shades shall not be stored (as opposed to installed) on the exterior of any Structure without the approval of Declarant and all such shutters or shades on any one (1) Plot shall be uniform in character.

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### **3.15 Mailboxes.**

Declarant retains the right to require that all mailboxes and posts, or the mailboxes of a particular Neighborhood, be standard in appearance.

### **3.16 Clothes Drying Areas.**

No outdoor clothes drying area shall be allowed.

### **3.17 Vehicles.**

(a) No "commercial vehicle" (as such term is defined in Section 18-5 of the City of Coral Springs Code, in effect on the date of recordation of this Declaration) (i) shall be permitted to be parked on any Plot for a period of more than four (4) hours unless such commercial vehicle is temporarily present and necessary in the actual construction or repair of a Structure, or for ground/landscape maintenance, or (ii) shall be permitted to be parked overnight or stored on any Plot unless same is fully enclosed inside a Structure.

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

(c) No Vehicle shall be used under any circumstances as a domicile or residence, either permanent or temporary.

(d) Paragraphs (a) through (c) of this Article 3.17 shall not be deemed to prohibit any temporary facility otherwise permitted pursuant to this Declaration.

### **3.18 Pets and Animals.**

(a) Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers as determined by Declarant in its sole discretion.

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

### **3.19 Maintenance of Premises.**

No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Plot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, Structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant and upon the Corporation, Neighborhood Associations or Owner's failure to make such

correction within fifteen (15) days of the giving of written notice by Declarant (which written notice does not have to be given by Declarant in the case of emergency, in which event, Declarant may without any prior notice directly remedy the problem), Declarant may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Corporation, Neighborhood Associations or Owner, as the case may be, or Declarant may bring an action at law or in equity. Such entry by Declarant or its agents shall not be a trespass and by acceptance of a deed for a Plot or Dwelling Unit in Committed Property, such party has expressly given the Declarant the continuing permission to do so, which permission may not be revoked. If any Owner, the Corporation or Neighborhood Associations fails to make payment within fifteen (15) days after request to do so by Declarant, the payment requested shall be a lien in accordance with the provisions of Article 6 hereof.

### **3.20 Water Bodies.**

(a) No Structure of any kind shall be constructed or erected, nor shall Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water body reserved for, or intended by Declarant and PTWCD to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat, this Declaration, Supplement or other instrument of record, without the specific written permission of Declarant and PTWCD.

(b) Owner shall in no way deny or prevent ingress and egress to such water bodies for maintenance or landscape purposes by Declarant, PTWCD, Corporation or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created, as described in this Declaration.

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

### **3.21 Nuisances.**

Nothing may or shall be done on Committed Property which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Article 3.21 shall be decided by Declarant whose decision shall be final.

### 3.22 Wells; Mining or Drilling.

(a) Any wells for irrigation purposes shall have a mineral extraction system capable of preventing discoloration of Structures, which system shall be kept in proper operating condition at all times.

(b) There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Committed Property. Excepted from the foregoing are activities of Declarant or the Corporation or their designees in dredging any water body; creating land areas from any water body; creating, excavating or maintaining drainage or other facilities or easements; and installing wells or pumps in compliance with applicable governmental requirements, or sprinkler systems for any portions of the Committed Property. Further excepted is excavation for swimming pools or spas constructed in accordance with the provisions of this Declaration.

### 3.23 Outdoor Recreational Courts.

(a) No outdoor recreational courts, including, but not limited to, tennis, racquetball, basketball, volleyball or badminton courts shall be permitted.

(b) Prior to the erection of a basketball backboard or pole on the Plot, the material, location and color of same shall be approved by Declarant. An approved basketball backboard and pole shall be located adjacent to the Dwelling Unit's permitted driveway. Basketball backboards are prohibited from being attached to the Dwelling Unit.

### 3.24 Time-Sharing.

No portion of the Committed Property shall be used for real estate time sharing, interval ownership or "time-share plan" of any type. For purposes of this section, a time-share plan shall be as defined in Section 721.05(28), Florida Statutes (1989).

### 3.25 Casualty Destruction to Improvements.

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

### 3.26 No Implied Waiver.

The failure of Declarant to object to an Owner or another Person's failure to comply with the covenants and restrictions contained

herein shall in no event be deemed a waiver by Declarant, or any other Person having an interest herein, of its rights to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

### 3.27 Rights Reserved by Declarant.

Notwithstanding anything contained in this Article 3 or elsewhere in this Declaration or the Governing Documents, Declarant and its nominees, assignees, successors and designees shall have the right to construct, modernize, improve, landscape, demolish, maintain and repair structures, including the carrying on of all activities appurtenant thereto or associated therewith, as Declarant deems necessary or appropriate for the development of the Coral Creek Community and same shall not be governed by the provisions of said Article 3. Declarant reserves the right to lease or sell any Plot or Plots on terms determined in its sole discretion. Further, notwithstanding any other provision of the Declaration, Declarant reserves and Declarant, and its nominees, assignees, successors and designees, shall have the right to enter into and transact on the Coral Creek Community or the Committed Property any business necessary to consummate the sale, lease, improvement, repair, maintenance or encumbrance, or the like, of Plots or other property in the Coral Creek Community including, but not limited to, the right to maintain models and sales and leasing offices, place signs, employ sales personnel, use the Corporation Common Area and Neighborhoods, and show Plots. Any such models, sales areas, sales construction, maintenance and repair shall not be considered a part of the Corporation Common Area or a Neighborhood and shall remain the property of Declarant or its nominees or designees. This Article 3.27 may not be suspended, superseded or modified in any manner unless such amendment is consented to by Declarant in writing. These rights of use and transaction of business as set forth in the Governing Documents, like Declarant's other rights herein, and other rights reserved by Declarant in the other Governing Documents, may be assigned in writing by Declarant, in whole or in part, when and to whom Declarant determines in its sole discretion.

### 3.28 Declarant's Exculpation and Approvals.

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

### 3.29 Subdivision and Regulation of Land.

(a) No Plot shall be divided or subdivided without the prior consent of Declarant, who may impose certain requirements on Owner as a condition of consent. Declarant shall have the right to assign the number of Property Units for each Plot, notwithstanding anything contained herein, and the number of Property Units assigned to a Plot by

Declarant shall not be increased and shall not be exceeded without the prior approval of Declarant.

(b) No covenant, condition, restriction or other provision of this Declaration shall be construed as in any manner limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership; and particularly a condominium shall not be construed as constituting a subdivision of any Plot provided that the number of Property Units of the condominium is not greater than the number of Property Units assigned to the Plot.

(c) An Owner (other than Declarant) shall not inaugurate or implement any variation from, modification to, or amendment of Declarant's development plan, or governmental regulations, land use plans, land development regulations, zoning, development orders or development permits applicable to the Coral Creek Community.

### 3.30 Owner and Member Compliance.

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

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

(c) The costs to repair or replace any portion or portions of the Corporation Common Area due to damage caused by any Owner, any member of such Owner's family, or any tenant, delegatee, agent, licensee, guest or invitee of such Owner or Owner's family shall be assessed against such Owner and his Plot as a Special Assessment in accordance with the provisions of this Declaration.

## ARTICLE 4 PROPERTY RIGHTS: CORPORATION COMMON AREA

### 4.1 Members Rights and Easements.

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

(a) the right of the Corporation to charge reasonable admission and other fees for the use of any Corporation Common Area;

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

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

(d) the right of the Declarant or Corporation to borrow money for the purpose of improving the Corporation Common Area and in aid thereof to mortgage the Corporation Common Area in accordance with the terms hereof;

(e) the right of Declarant or the Corporation to take such steps as are reasonably necessary to protect the Corporation Common Area against foreclosure;

(f) the right of Declarant or the Corporation to limit the number of guests who may use the Corporation Common Area and the number of times a Member may delegate its rights under Article 4.2 of this Declaration; and

(g) the provisions of the Governing Documents and any Rules and Regulations governing use and enjoyment of the Corporation Common Area.

#### 4.2 Delegation of Right.

(a) A Member may delegate his right of use in and to the Corporation Common Area to the members of his family, to residential tenants who reside in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Governing Documents. Any delegation of right hereunder also gives rise to an obligation on the part of the party to whom the right is delegated to comply with and be governed by the Governing Documents.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Corporation Common Area, or who is acting under the apparent authority of any Member to use the Corporation Common Area. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the Corporation's Rules and Regulations by such Person shall be deemed to be an infraction by such Member.

#### **4.3 Conveyance and Use.**

(a) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party, as provided in this Declaration, to the Corporation as Corporation Common Area is not and shall not by such conveyance, lease or grant be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of the Person or entities granted easement rights under the provisions of this Declaration or the other Governing Documents.

(b) Declarant may convey, or cause to be conveyed, property including, but not limited to, all or a portion of the Corporation Common Area, to the Corporation in either an improved or an unimproved condition, with or without any specific restrictions on its use, and Corporation must accept such property. Until the Turnover Date the Corporation shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, which consent may be withheld in Declarant's sole discretion.

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

#### **4.4 Corporation's Rights and Powers.**

(a) Subject to the provisions of the Governing Documents, the Corporation shall have the right and the power to develop, promulgate and enforce reasonable Rules and Regulations for the use and enjoyment of Corporation Common Area.

(b) No Corporation Common Area shall be used in violation of any Rules and Regulations or other requirement of the Corporation established pursuant to the provisions of the Governing Documents.

(c) The Corporation shall have the right to enter into an agreement or agreements with any entity, governmental or otherwise, to

provide for the maintenance and landscaping of any abutting public road rights of way.

(d) Additionally, the Corporation shall have the right to enter into an agreement or agreements with any governmental entity, including without limitation, the City of Coral Springs, Florida, to provide for the enforcement of traffic regulations in the Coral Creek Community.

#### 4.5 Declarant's Rights and Powers.

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

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

(c) No nuisance or obnoxious or offensive activity shall be placed or conducted or permitted on any Corporation Common Area. Nothing shall be done within the Corporation Common Area or Neighborhood Common Area which may be or become a nuisance to residents or Members. The Declarant shall have the right and the power in the exercise of its discretion to determine what activities or uses constitute nuisances, unsightly objects, or obnoxious or offensive activity.

(d) Until the Turnover Date, any use of Corporation Common Area shall be subject to the prior written approval of Declarant and any dispute as to the permissibility of a use shall be determined by Declarant.

#### 4.6 Maintenance of Corporation Common Area.

(a) The Corporation shall be responsible for the maintenance, repair and replacement of the Corporation Common Area, and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times. Notwithstanding anything contained herein to the contrary, any Owner (or its family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of its tenants) whom by its willful or negligent action damages or destroys any portion of the Corporation Common Area shall be liable to the Corporation for the payment of repairs, maintenance, or replacement of said Corporation Common Area deemed necessary by the Corporation, within fifteen (15) days of written notice from the Corporation. The notice shall set forth with reasonable particularity the repairs, maintenance,

or replacement deemed necessary by the Corporation. Said payment shall be made to the Corporation as a Special Assessment.

(b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of Corporation Common Area shall be an Operating Expense to be allocated among all Plots as part of the General Assessment. Notwithstanding the foregoing, the Board may, in accordance with Article 9.5 hereof, determine that certain of the foregoing expenses, including, but limited to, those relating to Neighborhood Common Area, shall be a Neighborhood Expense.

#### 4.7 Maintenance of Lakes, Canals and Secondary Drainage.

The provisions of this Article 4.7 shall be applicable to the maintenance of the lakes, canals and secondary drainage facilities located on the Committed Property, whether or not same is a part of the Corporation Common Area.

(a) Application of herbicide for aquatic weed control on the lakes and canals of the Committed Property shall in all instances be performed by or through PTWCD. ANY PERSONS WHO USE ANY HERBICIDE-TREATED WATER DO SO AT THEIR OWN RISK AND SHALL HOLD DECLARANT, THE CORPORATION AND THE NEIGHBORHOOD ASSOCIATIONS HARMLESS FROM ANY CLAIM OR LOSS ARISING THEREFROM, WHETHER SUCH CLAIM OR LOSS PERTAINS TO A PERSON, ANIMAL, OR ANY PROPERTY.

(b) The cost and expense of applications of herbicides for aquatic weed control, in excess of the normal PTWCD application thereof (as determined by PTWCD), for the lakes and canals located upon the Committed Property shall be an Operating Expense. All such determinations as to additional applications of herbicides shall be made by the Corporation with PTWCD's prior approval.

(c) THE COST AND EXPENSE OF MAINTAINING AND CLEARING ALL "SECONDARY DRAINAGE FACILITIES" (AS SAME MAY BE DEFINED BY DECLARANT) ON COMMITTED PROPERTY SHALL BE AN OPERATING EXPENSE AND THE COST AND EXPENSE OF MAINTAINING AND CLEARING DRAINAGE FACILITIES NOT ON COMMITTED PROPERTY, BUT WHICH ARE NECESSARY FOR THE PROPER FUNCTIONING AND OPERATION OF THE "SECONDARY DRAINAGE FACILITIES" ON THE COMMITTED PROPERTY, SHALL BE AN OPERATING EXPENSE.

(d) Either Declarant or Corporation, which determination shall be made by Declarant, shall enter into an agreement with PTWCD regarding the matters set forth in this Article 4.7.

#### 4.8 Use of Lakes, Canals and Other Water Bodies.

(a) The Corporation shall have the right to promulgate and enforce Rules and Regulations concerning the use of the lakes, canals or any water body in the Committed Property.

(b) Swimming in the lakes, canals or any water body in the Committed Property is prohibited. NEITHER THE LAKES, CANALS, NOR ANY WATER BODY WILL BE WATCHED BY LIFEGUARDS. IN ANY EVENT, ANY PERSON WHO

SWIMS IN OR OTHERWISE USES THE LAKES, CANALS OR ANY WATER BODY SHALL DO SO AT THEIR OWN RISK AND SHALL HOLD DECLARANT, THE CORPORATION AND THE NEIGHBORHOOD ASSOCIATIONS HARMLESS FROM ANY CLAIM OR LOSS ARISING THEREFROM.

(c) No docks, davits or seawalls shall be permitted anywhere on the Committed Property.

(d) The Corporation shall maintain those lakes, canals or any other water bodies which are Corporation Common Area, and the cost and expense of such maintenance shall be an Operating Expense.

(e) Those lakes, canals and any other water bodies which are Corporation Common Area shall be subject to the easements set forth in this Declaration as well as to a non-exclusive easement for utility purposes including, without limitation, for irrigation, drainage and such other purposes as Declarant may determine in its sole and absolute discretion, for the benefit of the Committed Property and Uncommitted Property or such other property or Persons as determined by Declarant in its sole and absolute discretion.

**ARTICLE 5**  
**MEMBERSHIP, VOTING RIGHTS AND PROPERTY UNITS**

**5.1 Members.**

(a) Every Owner and the Declarant shall be Members of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of a Plot.

(b) Members' rights, powers, duties and privileges shall be as set forth in the Articles, By-Laws, and Rules and Regulations.

**5.2 Voting Rights.**

Each Member of the Corporation shall have the following voting rights: One (1) vote may be cast for each Dwelling Unit owned by a Member or, if one (1) Dwelling Unit is contained on more than one (1) Single Family Lot, then the vote for each Dwelling Unit shall be increased by fifty (50%) percent for each Single Family Lot in addition to one (1) that it is contained on, rounded up to the nearest whole number. One (1) vote may be cast for each Value assigned to a Land Segment. Declarant may cast a number of votes equal to the maximum number of Dwelling Units permitted to be constructed by applicable governmental authorities on Committed Property owned by Declarant. If two (2) or more Members are the Owners of a Plot, then the Member who shall be entitled to cast the vote shall be determined by the method provided for in the By-Laws.

**5.3 Property Units and Values.**

(a) Declarant shall, upon or before its conveying legal title to a Land Segment, by the recordation of an instrument in the Public

Records of Broward County, Florida, containing provisions to such effect, attribute an amount of Property Units to such Land Segment or shall do so by attributing Property Units to a Land Segment in a Supplement or Neighborhood Covenants. The number of Property Units which Declarant shall so attribute to a Land Segment shall be the maximum number of Dwelling Units that may be built on such Land Segment unless amended by an instrument and recorded by Declarant, in its sole discretion, stating that a greater or lesser number of Dwelling Units may be built on the Land Segment. Declarant shall incur no liability whatsoever and shall be held harmless by the Corporation and Owners in the event that the number of Dwelling Units built upon such Land Segment is more or less than the number attributed by Declarant.

(b) Upon Declarant's conveyance of legal title to the Land Segment to an independent third party ("Segment Owner"), the Land Segment shall be a "Contributing Plot" (as that term is hereinafter defined).

(c) Until such time as set forth by Declarant in the instrument attributing the Property Units to such Land Segment, there shall be assigned a Value of one (1.00) for each acre or fractional acre of such Land Segment (time periods for different Land Segments may vary, if Declarant in its discretion determines). Upon the expiration of such time period the number of Values assigned to a Land Segment shall be equal to the number of Property Units assigned thereto. Notwithstanding the foregoing, Declarant may, in its sole discretion, determine that the number of Values assigned to such Land Segment shall immediately upon the conveyance of legal title to such third party be equal to the number of Property Units assigned thereto, in which event the instrument attributing the Property Units to such Land Segment shall so state this fact.

(d) The number of Property Units assigned to the Land Segment shall be reduced (a Property Unit reduced ["Reduced"] by a Dwelling Unit pursuant to the provisions hereof shall herein be referred to as a "Reduced Property Unit") by one (1) for each Dwelling Unit built on the Land Segment and given a Certificate of Occupancy by the applicable governmental entity and conveyed to a bona fide purchaser thereof ("Certified Unit") (i.e., if 100 Property Units are attributed to a Land Segment and the Owner of the Land Segment so conveys 50 Certified Units, then the Land Segment Owner at such time is obligated to pay Operating Expenses for only 50 Property Units and the Owners of such Certified Units are obligated to pay Operating Expenses for each Certified Unit owned by them; and when the Land Segment Owner so conveys 100 Certified Units, then the Land Segment Owner shall have no obligation to pay Operating Expenses for Property Units on such Land Segment and the Owners of such Certified Units are obligated to pay for each Dwelling Unit owned by them).

(e) If the Land Segment Owner builds fewer Dwelling Units than the number of Property Units assigned to such Land Segment, then such Segment Owner may petition the Declarant, in a sworn petition, requesting reduction in the number of Property Units assigned to such Land Segment. Declarant, in its sole discretion, can so reduce the

number of Property Units assigned to such Land Segment, which discretion shall be reasonably exercised. If Declarant does so exercise its discretion to reduce the number of Property Units assigned to a Land Segment, the same shall be reflected in a written instrument executed by Declarant and the Land Segment Owner which shall be recorded in the Public Records of Broward County, Florida, and same shall have the effect of reducing the maximum number of Dwelling Units which may ultimately be built on such Land Segment and the obligation of the Segment Owner to pay Operating Expenses for Property Units assigned to the Land Segment, all as set forth in such instrument executed by Declarant and the Land Segment Owner.

(f) The Declarant may, in its sole discretion, assign the number of Property Units, if any, to each Land Segment in accordance with the provisions of this Article 5.3. Any dispute as to the number of Property Units assigned to a Land Segment or to a Property Unit shall be decided by Declarant, whose decision shall be final.

#### 5.4 Ownership by Non-Natural Persons.

If a corporation, partnership or other non-natural Persons own a Plot, it shall designate to the Corporation in writing one Person or family who shall exercise the rights of Owners under the Governing Documents, including, but not limited to, the rights of use and voting. Such designation shall not be changed more often than once every six (6) months.

### **ARTICLE 6 COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES AND NEIGHBORHOOD EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; AND CERTAIN RIGHTS OF DECLARANT**

#### 6.1 Affirmative Covenant to Pay Operating Expenses and Neighborhood Expenses.

In order to (1) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (2) maintain, operate, preserve and improve the Corporation Common Area for the recreation, use, welfare and benefit of the Corporation, Neighborhood Associations and Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon the Neighborhood Association(s) and each "Contributing Plot" (as that term is hereinafter defined in Article 7.2 hereof) and each Owner of a Contributing Plot the affirmative covenant and obligation to pay to the Corporation (in the manner herein set forth) all Assessments (as hereinafter provided) including, but not limited to, the "Individual Plot Assessments" and "Special Assessments" as hereinafter provided. Each Neighborhood Association shall have the obligation to collect the Assessments for the Contributing Plots it administers or controls and pay same to the Corporation when such Assessment is due in accordance with the terms hereof; provided, however, that the Corporation may, in its sole discretion, elect to collect or not collect Assessments directly from

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Owners.- Each Owner by acceptance of a deed or other instrument of conveyance conveying a Plot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Corporation all assessments for Operating Expenses and Neighborhood Expenses and all late fees in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against such Plot. The liability for Assessments for Operating Expenses and Neighborhood Expenses or late fees may not be avoided by waiver of the use or enjoyment of Corporation Common Area or by abandonment of the Plot for which the Assessments are made.

#### 6.2 Establishment of Liens.

Any and all Assessments, late fees as provided herein, and costs of collection, including, but not limited to, reasonable attorneys' fees at the investigative, trial and appellate levels, are hereby declared to be a charge and continuing lien upon the Plot against which each such Assessment is made. Each Assessment against a Plot, late fees as provided herein, and costs of collection thereof, including attorneys' fees at the investigative, trial and appellate levels, shall be the personal obligation of the Owner of each such Plot assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of Broward County, Florida, of a written, acknowledged claim of lien by the Corporation setting forth the amount due to the Corporation as of the date the claim of lien is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the claim of lien in recordable form.

#### 6.3 Collection of Assessments and Late Fees.

If any Owner or a Neighborhood Association shall fail to pay Assessments, or any installments thereof, charged to such Owner and/or Neighborhood Association within fifteen (15) days after the same becomes due, then the Corporation shall, in its sole discretion, have any and all of the following remedies, to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Corporation:

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

(b) To advance, on behalf of the Owner(s) or Neighborhood Association(s) in default, funds to accomplish the needs of the Corporation up to and including the full amount for which such Owner(s) or Neighborhood Association(s) is liable to the Corporation and the amount or amounts of monies so advanced, late fees as provided herein, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees at all investigative, trial and appellate levels, may thereupon be collected by the Corporation and such advance by the Corporation shall not waive the default.

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

(d) To file an action at law against the Owner to collect said Assessment plus late fees, court costs and reasonable attorneys' fees without waiving any lien rights or rights to foreclose by the Corporation.

#### 6.4 Collection by Declarant.

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

#### 6.5 Rights To Pay Assessments and Receive Reimbursement.

Declarant shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Plot. Further, Declarant shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses or Neighborhood Expenses on behalf of the Corporation when the same are overdue and when lapses in policies or services may occur. Declarant shall be entitled to immediate reimbursement for such overdue Operating Expenses or Neighborhood Expenses so paid from the Corporation plus any costs of collection including, but not limited to, reasonable attorneys' fees.

#### 6.6 Late Fees.

The Board of Governors shall establish late fees payable upon the failure of any Owner or a Neighborhood Association to pay Assessments, or any installments thereof, charged to such Owner and/or Neighborhood Association. Unless and until changed by the Board the late fee shall be at a rate of two dollars (\$2.00) per diem per Individual Plot Assessment, commencing from the due date of the Assessment until the delinquent Assessment and all associated costs are paid. The amount and terms of such late fees may be modified by the Board of Governors as it may designate from time to time in its sole discretion. All late fees are a charge and continuing lien upon the Plot against which each such late fee is levied and may be collected in the same manner or collection of delinquent assessments.

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**ARTICLE 7**  
**METHOD OF DETERMINING ASSESSMENTS**

**7.1 Determining Amount of Assessments.**

(a) **Budget.** The total anticipated Operating Expenses and Neighborhood Expenses for each calendar year shall be set forth in a budget (the "Budget") adopted by the Corporation not later than December 1st of the calendar year preceding the calendar year for which the Budget is being adopted.

(b) **Individual Plot Assessment.** The total anticipated Operating Expenses or the Total Interim Operating Expenses during the "Interim Period" (hereinafter defined) (other than those Operating Expenses which are properly the subject of a Special Assessment, as hereinafter set forth) shall be apportioned to determine the "Individual Plot Assessment" as follows:

(i) There shall be assigned to each Dwelling Unit that is a Contributing Plot a Value of one (1.00).

(ii) Notwithstanding the provisions of subparagraph (i) immediately above, if one (1) Dwelling Unit is contained on more than one (1) Single Family Lot, then the applicable Value, pursuant to subparagraph (i) immediately above, for such Dwelling Unit shall be increased by fifty (50%) percent for each Single Family Lot in addition to the one (1) that it is contained on (i.e., if one (1) Dwelling Unit subject to the provisions of subparagraph (i) immediately above is contained on two (2) Single Family Lots, then the Value for such Dwelling Unit shall be one and one-half of one (1.50)).

(iii) There shall be assigned to each Single Family Lot that: (1) is a Contributing Plot; (2) does not contain a Dwelling Unit (or a portion of a Dwelling Unit when the Dwelling Unit is contained on more than one (1) Single Family Lot); (3) serves a use accessory to and appurtenant to a Dwelling Unit on another Single Family Lot contiguous thereto; (4) and is owned by the identical Owner of such other Single Family Lot, all as approved by Declarant, a Value of one-half of one (0.50).

(iv) There shall be assigned to each Single Family Lot that: (1) is a Contributing Plot; (2) does not contain a Dwelling Unit (or a portion of a Dwelling Unit when the Dwelling Unit is contained on more than one (1) Single Family Lot); (3) is not subject to the provisions of subparagraphs (ii) or (iii) immediately above, a Value of one (1.00).

(v) There shall be assigned to each Land Segment that is a Contributing Plot the amount of Values as set forth in Article 5.3 hereof.

(vi) Subject to the provisions of Article 7.1(c) immediately below (which provisions are only applicable during the "Interim Period", hereinafter defined, or any extension thereof), the

"Individual Plot Assessment" for each Plot shall be the product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment, by a fraction, the numerator of which is the Value assigned to the Contributing Plot as set forth in Article 5.3 above and the denominator of which shall be the total of all Values assigned to all Contributing Plots in existence as of the date the Budget was adopted. The total number of Contributing Plots will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Contributing Plots in existence shall be determined by the Corporation.

(c) Individual Plot Assessment During Interim Period. The term "Interim Period" shall mean a period of time commencing with the date of this Declaration and continuing through December 31, 1993. Declarant reserves the right, in its sole and absolute discretion, to extend the Interim Period beyond December 31, 1993, and thereafter on one (1) or more occasions to again extend it. The Corporation shall be advised in a written notice of any such extension of the Interim Period and the amount of the new Interim Assessment at least sixty (60) days prior to the termination of the Interim Period or an extension thereof. During the initial Interim Period it is covenanted and agreed by Declarant that Individual Plot Assessments shall not exceed an annual amount of One Hundred and No/100 Dollars (\$100.00) (the "Interim Assessment") and that Declarant shall pay the difference, if any, between the amount of Interim Assessments and Special Assessments collected by the Corporation during such Interim Period and the amount of money spent by the Corporation for Operating Expenses during such Interim Period. Thereafter, should Declarant elect to extend the Interim Period as aforesaid, the amount of such Interim Assessment during such extended Interim Period shall be the amount set forth by Declarant in the notice to the Corporation. Notwithstanding anything contained herein, the Interim Period shall terminate upon the Turnover Date. Notwithstanding anything contained herein, upon the termination of the Interim Period or any extensions thereof, there shall be assigned to each acre of Committed Property owned by Declarant which is not a Neighborhood Common Area or a Corporation Common Area, a Value of one (1.00) notwithstanding whether any of such acreage has been platted into Single Family Lots or contain Dwelling Units, and no additional Value shall be assigned to such Single Family Lots or Dwelling Units owned by Declarant. The provisions of this subparagraph (c) may not be amended without Declarant's prior written consent.

(d) Notwithstanding anything contained in this Declaration to the contrary, the Individual Plot Assessment against Plots which are located in a Neighborhood governed by a Neighborhood Association shall be in the aggregate assessed against the Neighborhood Association operating such Neighborhood and shall be collected by such Neighborhood Association in the same manner and to the same extent as the common expenses of such Neighborhood. Each Neighborhood Association shall thereupon assess against each Plot Owner in such Neighborhood that Plot's Individual Plot Assessment. The lien set forth in Article 6.2 hereof shall be a lien against the real property of such Neighborhood and the collection rights pursuant to Article 6.3 hereof shall be as to

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all the Plots and their Owners in the Neighborhood and to the Neighborhood Association operating such Neighborhood. Notwithstanding the foregoing, the Corporation, in its sole and absolute discretion, may elect to exercise its collection and lien rights hereunder only against the particular Plot Owner who has not paid his portion of the Assessment.

(e) Any income accruing to the Corporation during the Interim Period due to rental of Corporation Common Area or any other purpose shall be credited against any amount that Declarant may have to pay to the Corporation during the Interim Period.

## 7.2 Contributing Plots.

For purposes of determining Assessments, each Plot not a Corporation Common Area or Neighborhood Common Area or not owned by a governmental entity, shall be a Contributing Plot, except a Dwelling Unit shall not be a Contributing Plot until it has received a Certificate of Occupancy. Notwithstanding anything contained herein, a Plot owned by Declarant shall not be a Contributing Plot during the Interim Period or any extension or renewal thereof nor shall said Plot(s) ever be subject to Special Assessments. Only Contributing Plots shall be assessed Assessments as set forth in this Declaration.

## 7.3 Assessment Payments.

The Individual Plot Assessment shall be an annual Assessment payable in advance subject to the right of the Board to permit payment of the Individual Plot Assessment in installments so long as same is paid on a current basis. If such an installment is not paid on a current basis when due, then the entire Individual Plot Assessment shall be due and payable in its entirety. The Individual Plot Assessments and installments thereof, if any, may be adjusted from time to time by the Corporation to reflect changes, including, but not limited to, changes in the number of Values for Contributing Plots. When a Contributing Plot (the "New Contributing Plot") comes into existence or if a new Value is assigned to a Contributing Plot, such Contributing Plot shall be deemed assessed the amount of such Assessment or installment thereof which would have been assessed against such Contributing Plot if it had such Value at the time such Assessment was originally made, prorated from the date the Contributing Plot received such Value through the end of the period in question.

## 7.4 Special Assessments.

"Special Assessments" include, in addition to other Assessments designated as Special Assessments, whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Corporation Common Area or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall

be in addition to, and are not part of, any Interim Assessment, and any such Special Assessments assessed against Contributing Plots and Contributing Plot Owners shall be paid by such Contributing Plot Owners in addition to any regular Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Corporation shall, from time to time, determine. Special Assessments may be assessed against individual Owners as further provided in this Declaration. Declarant shall have the right to approve all Special Assessments before they are made. This right of approval of Special Assessments by Declarant shall end on the Turnover Date. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

#### 7.5 Assessments for Neighborhood Expenses.

Neighborhood Expenses for a particular Neighborhood (other than those Neighborhood Expenses which are properly the subject of a Special Assessment, as hereinafter set forth) shall be apportioned to determine the assessment due to pay for the Neighborhood Expenses as follows:

(a) There shall be assigned to each Dwelling Unit that is a Contributing Plot a Value of one (1.00).

(b) Notwithstanding the provisions of subparagraph (a) immediately above, if one (1) Dwelling Unit is contained on more than one (1) Single Family Lot, then the applicable Value, pursuant to subparagraph (a) immediately above, for such Dwelling Unit shall be increased by fifty (50%) percent for each Single Family Lot in addition to one (1) that it is contained on (i.e., if one (1) Dwelling Unit subject to the above provisions of subparagraph (a) immediately above is contained on two (2) Single Family Lots, then the Value for such Dwelling Unit shall be one and one-half of one (1.50)).

(c) There shall be assigned to each Single Family Lot in the particular Neighborhood that is a Contributing Plot and which does not contain a Dwelling Unit (or a portion of a Dwelling Unit when the Dwelling Unit is contained on more than one (1) Single Family Lot) and which is not subject to the provisions of subparagraph (d) immediately below, a Value of one (1.00).

(d) There shall be assigned to each Single Family Lot in the particular Neighborhood that is a Contributing Plot and which does not contain a Dwelling Unit (or a portion of a Dwelling Unit when the Dwelling Unit is contained on more than one (1) Single Family Lot) and which serves a use accessory to and appurtenant to a Dwelling Unit on another Single Family Lot contiguous thereto and which is owned by the identical Owner of the other Single Family Lot, all as approved by Declarant, a Value of one-half of one (0.50).

(e) There shall be assigned to each Land Segment in the particular Neighborhood that is a Contributing Plot an amount of Value as set forth in Article 5.3 hereof.

(f) The Assessment for Neighborhood Expenses for each Plot in a particular Neighborhood shall be the product arrived at by multiplying the total anticipated Neighborhood Expenses for a particular Neighborhood as reflected by the Budget, other than those Neighborhood Expenses which are properly the subject of a Special Assessment, by a fraction, the numerator of which is the Value assigned to the Contributing Plot as set forth above and the denominator of which shall be the total of all Values assigned to all Contributing Plots in existence in that particular Neighborhood as of the date the Budget was adopted. The total number of Contributing Plots will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Contributing Plots in existence shall be determined by the Corporation.

#### 7.6 Liability of Contributing Plot Owners for Assessments.

By the acceptance of a deed or other instrument of conveyance of a Plot each Owner, other than Declarant, acknowledges that each Contributing Plot, and the Contributing Plot Owners thereof, are jointly and severally liable for their Assessments, including, but not limited to, their applicable portion of any Special Assessments. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Plots for the Operating Expenses and with the Owners of all Contributing Plots in their Neighborhood for Neighborhood Expenses. Accordingly, it is recognized and agreed by each Owner, who is or becomes a Contributing Plot Owner, for himself and his heirs, executors, successors and assigns that in the event Contributing Plot Owners fail or refuse to pay their Individual Plot Assessment, or any portion thereof, or their respective portions of any Special Assessments or other Assessments or portions thereof, due to the nonpayment by such other Contributing Plot Owners, and such increased Individual Plot Assessment or Special or other Assessment can and may be enforced by the Corporation and Declarant in the same manner as all other Assessments hereunder, as provided in this Declaration.

### ARTICLE 8 OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The Operating Expenses which the Corporation is obligated to assess and collect, and which the Contributing Plot Owners are obligated to pay, as provided herein or as may be otherwise provided in the Governing Documents, include, but are not limited to, the following expenses of the Corporation Common Area and the Corporation.

#### 8.1 Taxes.

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

## 8.2 Utility Charges.

All charges levied by utilities or districts providing services for the Corporation Common Area, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

## 8.3 Insurance.

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

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

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

(ii) such insurance may also afford protection against such other risks as are customarily covered with respect to areas similar to the Corporation Common Area and serving such function.

(b) A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Corporation and, until the Turnover Date, the Declarant as named insured thereof, insuring against any and all claims or demands made by any Person or Persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Corporation Common Area and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one Person for any one occurrence and not less than Two Million Dollars (\$2,000,000.00) for damages incurred or claimed for any one occurrence and for not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, liability for false arrests, liability for electronic monitoring systems, libel and slander liability, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Corporation Common Area in developments similar in construction, location and use.

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

#### 8.4 Reconstruction of Structures or Improvements.

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

#### 8.5 Maintenance, Repair and Replacement.

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

#### 8.6 Lighting.

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

#### 8.7 Electronic Monitoring System and Ancillary Personnel.

The cost and expense of operating electronic monitoring systems for Corporation Common Area, if any, and the cost of employing any personnel ancillary thereto, and operating and maintaining gate houses, ancillary facilities and Vehicles used for monitoring or ancillary services.

#### 8.8 Administrative and Operational Expenses.

The costs of administration for the Corporation in the performance of its functions and duties under the Governing Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Corporation may retain a management company or companies or contractors (ANY OF WHICH MANAGEMENT COMPANIES OR CONTRACTORS MAY BE, BUT ARE NOT REQUIRED TO BE, A SUBSIDIARY, AFFILIATE, OR AN OTHERWISE RELATED ENTITY OF DECLARANT) to assist in the operation of the Corporation Common Area, or portions thereof, and to perform or assist in the performance of certain obligations of the Corporation under the Governing Documents and the fees or costs of any management company or contractor so retained shall

be deemed to be part of the Operating Expenses. Further, the Corporation may employ the necessary personnel and contract with the necessary persons or entities to carry out the obligations hereunder, including maintenance and monitoring functions.

#### 8.9 Compliance with Laws.

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

#### 8.10 Indemnification.

Subsequent to the Turnover Date, the Corporation covenants and agrees that it will indemnify, defend and hold harmless Declarant, and any related corporations, including, but not limited to, parent corporations and their employees, from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Committed Property or other property serving the Corporation, or resulting or arising out of the operation of the Corporation and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Corporation, and from and against all costs, expenses, counsel fees (including, but not limited to, all investigative, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this Article 8.10 shall be an Operating Expense to the extent such matters are not covered by the Corporation's insurance, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, the regular Assessment during the Interim Period.

#### 8.11 Failure or Refusal of Contributing Unit Owners or Neighborhood Association to Pay Assessments.

Funds needed for Operating Expenses due to the failure or refusal of Owners or Neighborhood Associations to pay Assessments levied shall themselves be deemed to be Operating Expenses and properly the subject of an Assessment.

#### 8.12 Extraordinary Items.

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

### 8.13 Capital Payment.

A "Capital Payment" account shall be established in an amount estimated by the Declarant to be necessary to pay extraordinary expenses which may be incurred by the Corporation during the period of time that the Coral Creek Community is being developed, to make purchases for and improvements to the Corporation Common Area and to purchase initial and future equipment, property and supplies. The amount of the initial Capital Payment shall be Fifty Dollars (\$50.00) per Plot. The amount of future Capital Payments shall be established by Declarant, in its sole and absolute discretion, at the time of conveyance of title by Declarant to an Owner. In addition, the Capital Payment account may be used to make any deposits required by utility companies or to prepay insurance premiums upon Corporation Common Area or otherwise required by the Governing Documents for the protection of Committed Property, the Owners, the Corporation, the Board, or in and about the operation of the Corporation. Prior to and subsequent to the Turnover Date, Capital Payments may only be used to pay expenses set forth in this Article 8.13 and for other capital expenses and may not be used for normal day to day expenses. However, the Corporation may use funds from the Capital Payment account in the case of an emergency when the use of such funds are necessary in order to protect Committed Property, the Owners, the Corporation, the Board, or in and about the operation of the Corporation, in accordance with the provisions of the Governing Documents; provided that immediately after the use of such Capital Payments the Corporation shall fully replace the funds so used from monies collected by Assessments. The Corporation shall, if necessary, assess a Special Assessment for such purpose. Further, no Capital Payments shall be used for the purpose of any litigation, whether at the investigative, trial or appellate levels. The Capital Payment shall be paid by the Owners, other than Declarant, to the Corporation in addition to any other Assessment. A Land Segment Owner shall pay the Capital Payment for each Property Unit assigned to the Land Segment so owned at such time as is set forth in the instrument executed by Declarant assigning the Property Units to the Land Segment pursuant to the provisions of Article 5.3 of this Declaration. The Owner of any other Plot shall pay the Capital Payment at such time as title to the Plot is conveyed to such Owner. In the event that a "Certified Unit" "Reduces" a "Reduced Property Unit" (as those terms are defined in Article 5.3 of this Declaration) for which a Capital Payment has not been paid, then the Owner of the Certified Unit shall pay the Capital Payment for such Certified Unit at the time title to the Certified Unit is conveyed to such Owner. Each Owner shall pay the Capital Payment upon conveyance of title to such Owner provided that Capital Payments shall only be paid to the Corporation once for each Single Family Lot, or Dwelling Unit. If a Land Segment Owner has paid a Capital Payment for a Reduced Property Unit, then the Owner of the Certified Unit which Reduced the Reduced Property Unit shall not pay an additional Capital Payment for such Certified Unit. Further, the Owner of a Plot shall not pay the Capital Payment if the Capital Payment has already been paid for the such Plot. Any unused portion of the aforesaid Capital Payment may be used and applied for any proper capital purposes of the Corporation. Capital Payments shall never be required from Declarant. Capital Payments shall

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be paid in addition to the Interim Assessment, General Assessment, Assessment for Neighborhood Expenses, and Special Assessment.

**8.14 Secondary Drainage Facilities.**

The cost and expense of maintaining and clearing all secondary drainage facilities, as set forth in Article 4.7(c) hereof, shall be an Operating Expense.

**8.15 Miscellaneous Expenses.**

The cost of any item, or costs or expenses pertaining to or for the benefit of the Corporation or the Corporation Common Area, or any part thereof, including the landscaping of Corporation Common Area, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

**ARTICLE 9  
NEIGHBORHOODS**

**9.1 Individual Property.**

If any Neighborhood Association which has been granted a right of enforcement by Declarant does not enforce any or all provisions of its Neighborhood Covenants or perform any of its duties and responsibilities pursuant to its Articles of Incorporation, By-Laws or Rules and Regulations, Declarant or, in Declarant's sole discretion, the Corporation may enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6 of this Declaration. Declarant shall be entitled to reimbursement of attorneys' fees and court costs, as set forth in Article 2.6(d) hereof, incurred during the enforcement by it of Neighborhood Covenants.

**9.2 Entry Rights.**

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

**9.3 Neighborhood Common Area.**

(a) The cost and expense of the Neighborhood Common Area, including the cost and expense relating to any landscaping thereon, shall not be an Operating Expense but shall be borne by the Owners of the Plots located in the Neighborhood as provided for herein or as otherwise set forth by Declarant in any applicable Neighborhood Covenants.

(b) The Corporation may contract with any Neighborhood Associations to provide for the operation and maintenance of its Neighborhood Common Area.

(c) Notwithstanding anything contained herein, Declarant reserves the right, in its sole discretion and by its sole act, to cause portions of the Corporation Common Area to become Neighborhood Common Area by the recordation of an instrument containing provisions to that effect in the Public Records of Broward County, Florida. Upon recordation of such an instrument, the real property described therein shall no longer be a Corporation Common Area but shall be a Neighborhood Common Area in lieu thereof and the use and easement rights and the obligations pertaining thereto, including, but not limited to, maintenance and administration obligations shall be those pertaining to such Neighborhood Common Area and not Corporation Common Area. Further, the expense thereof shall no longer be an Operating Expense.

#### 9.4 Neighborhood Covenants.

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

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

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

(c) To determine consistency of all Neighborhood Covenants with this Declaration and the plan of development of the Coral Creek Community, and approve and consent to all Neighborhood Covenants prior to their recordation in the Public Records of Broward County, Florida. Neighborhood Covenants shall not be effective until Declarant executes, approves and consents to same, as evidenced by a written instrument recorded in the Public Records of Broward County, Florida.

#### 9.5 Neighborhood Expenses.

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

(b) Notwithstanding anything contained herein, the Corporation has the right to enforce Assessments for Neighborhood Expenses in the same manner and by the same remedies as other Assessments.

**ARTICLE 10**  
**GENERAL AND PROCEDURAL PROVISIONS**

**10.1 Easements.**

Declarant hereby reserves the right for itself and the Corporation, and the power, during a period of thirty (30) years from the date of the recordation of this Declaration, to declare and file of record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other and further public service facilities as Declarant or the Corporation may deem necessary, along, through, in, over and under a strip of land up to six feet (6') in width from all sides, front and rear lines of any Plot and no Structure shall be placed on such six foot (6') strip; provided that in the case of attached Dwelling Units, the requirement for such six foot (6') strip shall not apply to any side, front or rear line which provides the boundary between any attached Dwelling Units. The duration of any such easement shall be as set forth in an instrument of record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Plot.

**10.2 Easements and Cross-Easements.**

Declarant, for itself, its nominees and the Corporation, reserves the right to impose upon the Coral Creek Community henceforth and from time to time, such easements and cross-easements for ingress and egress and the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal and the like as it deems to be in the best interest of, and necessary and proper for, the Coral Creek Community or the Committed Property.

**10.3 Declaration and General Protective Covenants Run With the Land.**

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Committed Property subject hereto and shall inure to the benefit of the Declarant and all Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of Plots assigned at least a majority of the Property Units has been recorded agreeing to change or terminate (if not prohibited by other provisions of this Declaration) these covenants, conditions, restrictions or provisions in whole or in part.

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#### 10.4 Completion of Construction Remedy.

When the construction of any Structure is begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then Declarant shall have the right to notify the Owner of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance or existence of the Structure, including, but not limited to, demolition and/or removal thereof, and/or pursue any of the remedies under this Declaration as Declarant determines. The reason for such correction shall be solely in the discretion of Declarant and may include, but not be limited to, aesthetic grounds. The Owner shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said Plot collectable in accordance with Article 6 hereof. The provision of this Article 10.4 shall not apply to Structures constructed by Declarant or the Corporation.

#### 10.5 Non-Liability of Declarant.

The Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than itself. Any provision of this Declaration which requires the consent of Declarant shall be subject to Declarant's right to withhold its consent in its sole discretion.

#### 10.6 Amendment of Declaration.

(a) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration so long as the same do not substantially impair the general development plan of the Coral Creek Community.

(b) Except as set forth in Article 10.6(a) above, the process of amending or modifying this Declaration shall be as follows:

(c) Until the Turnover Date, all amendments or modifications shall be made only by Declarant without the requirement of the Corporation's consent or the consent of the Owners or the Neighborhood Associations; provided, however, that the Corporation shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

(d) After the Turnover Date, this Declaration may be amended (1) by the consent of the Contributing Plot Owners of two-thirds (2/3)

of all Contributing Plots together with (2) the approval or ratification of a majority of the Board of Governors of the Corporation. The aforementioned consent of the Contributing Plot Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Corporation called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Corporation.

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

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

(g) After the Turnover Date, a true copy of any amendment to this Declaration shall be sent certified mail by the Corporation to Declarant within five (5) days of its adoption.

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

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

#### 10.7 Other Documents.

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

#### 10.8 Severability.

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

### 10.9 Dissolution.

In the event of dissolution of the Corporation, each Plot shall continue to be subject to the Assessments specified in this Declaration, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of Corporation as the case may be for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Corporation to properly maintain, operate and preserve it. The provisions of this Article 10.9 shall only apply with regard to the maintenance, operation and preservation of property which has been Corporation Common Area and continues to be so used for the common use and enjoyment of Owners.

### 10.10 Gender.

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

### 10.11 Notices.

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

(b) To Corporation. Notice to Corporation as may be required or desired herein or in the By-Laws shall be in writing and delivered or mailed to the Corporation at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by Corporation.

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

### 10.12 Construction.

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan of the Coral Creek Community and the purposes set forth herein, including the Preamble.

**10.13 Approval of Corporation Lawsuits by Owners.**

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

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Governing Documents, including, but not limited to, those against tenants; or
- (d) in an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Coral Creek Community or any portion thereof.

**10.14 Conveyance, Assignment, Turnover.**

Upon the Turnover Date:

(a) Declarant shall convey to the Corporation any portion of the Corporation Common Area which it has not previously conveyed. Such conveyance shall be made in accordance with Article 4.3 of this Declaration.

(b) Except as set forth in this Article 10.14, Declarant shall, no later than the Turnover Date, assign to the Corporation and the Corporation must accept such assignment, all of its rights, powers, duties, obligations, and interests in connection with the enforcement of the terms, provisions and conditions created or provided for by this Declaration or the other Governing Documents which it then possesses.

(c) Notwithstanding anything contained in this Article 10.14, or elsewhere in this Declaration, Declarant shall have the right to retain and use, in connection with Single Family Lots or Plots it owns; any and all of the rights and privileges it has reserved in this Declaration, including, but not limited to, those rights and privileges reserved in Article 3 and Article 4 hereof; provided that Declarant shall no later than three (3) years after the Turnover Date assign all such rights and privileges it then has to the Corporation and the Corporation must accept such assignment.

(d) Notwithstanding anything contained in this Article 10.14, or elsewhere in this Declaration, Declarant may, in its sole discretion, assign any of its rights, powers, duties, obligations, interests, privileges or remedies relating to a particular Neighborhood to the

Neighborhood Association responsible for administering said Neighborhood.

(e) Notwithstanding anything contained in this Article 10.14 or elsewhere in this Declaration, Declarant shall have those rights, privileges and remedies that Owners and Members have for the Single Family Lots or Plots it owns.

(f) All assignments made in accordance with this Article 10.14 shall be by written instrument executed by Declarant and recorded in the Public Records of Broward County, Florida. No notice of assignment shall be required to be given to any Person other than the Corporation. Upon the recordation of the assignment, Declarant shall not be liable or responsible for, in any manner whatsoever, the action (or inaction) of the Corporation or Neighborhood Associations or any of their successors in interest hereunder.

(g) This Article 10.14 may not be suspended, superseded or modified in any manner unless such amendment is consented to by Declarant in writing.

**10.15 Disclaimer.**

(a) DECLARANT IS THE SUCCESSOR DEVELOPER OF THE CORAL CREEK COMMUNITY AND INTENDS TO MAKE SUBSTANTIAL CHANGES TO THE ORIGINAL DEVELOPER'S GENERAL DEVELOPMENT PLAN FOR SAID COMMUNITY. NO DWELLING UNITS ARE (OR ARE CURRENTLY BEING) CONSTRUCTED OR ERECTED IN THE CORAL CREEK COMMUNITY AS OF THE DATE OF EXECUTION OF THIS DECLARATION BY DECLARANT. DECLARANT HEREBY RESERVES THE ABSOLUTE RIGHT AND THE POWER, BUT NEITHER THE DUTY NOR THE OBLIGATION, IN ITS SOLE DISCRETION AND BY ITS SOLE ACT, TO REPLAT PORTIONS OF THE CORAL CREEK COMMUNITY WHICH MAY RESULT IN THE FOLLOWING: (1) DEDICATION OF CERTAIN STREETS OR OTHER REAL PROPERTY WITHIN THE CORAL CREEK COMMUNITY, WHICH ARE CURRENTLY INACCESSIBLE BY THE PUBLIC, TO ANY MUNICIPALITY, PUBLIC AUTHORITY OR GOVERNMENTAL AGENCY; (2) REALIGNMENT OR RECONFIGURATION OF CERTAIN STREETS WITHIN THE CORAL CREEK COMMUNITY; (3) VACATION, RELEASE OR TERMINATION OF CERTAIN EASEMENTS SHOWN ON THE PLAT OF CORAL CREEK AND THE GRANT OF REPLACEMENT EASEMENTS TO THE APPROPRIATE PERSONS, AS SOLELY DETERMINED BY DECLARANT SO LONG AS DECLARANT IS THE RECORD OWNER OF THE AFFECTED PLOT; OR (4) TRANSFER OR ASSIGNMENT OF CERTAIN OBLIGATIONS IMPOSED ON THE CORPORATION BY THE PLAT OF CORAL CREEK, TO THE APPROPRIATE PERSONS (INCLUDING THE CORPORATION), AS SOLELY DETERMINED BY DECLARANT. NONE OF THE FOREGOING ACTION, IF TAKEN BY DECLARANT, SHALL DEPRIVE AN OWNER OF A MEANS OF INGRESS AND EGRESS FROM HIS PLOT TO A PUBLICLY DEDICATED ROAD OR OF A MEANS OF BEING FURNISHED THE NECESSARY PUBLIC UTILITIES.

(b) NEITHER DECLARANT, THE CORPORATION, NOR THE NEIGHBORHOOD ASSOCIATIONS ARE RESPONSIBLE FOR THE SECURITY OF THE OWNERS AND THEIR FAMILY MEMBERS, TENANTS, INVITEES, LICENSEES AND GUESTS AND THE GUESTS, INVITEES AND LICENSEES OF THEIR TENANTS. THE CORAL CREEK COMMUNITY IS IN THE JURISDICTIONAL LIMITS OF THE CITY OF CORAL SPRINGS, FLORIDA, AND THE CORAL SPRINGS POLICE DEPARTMENT WILL BE RESPONSIBLE FOR THE SAFETY OF THE OWNERS. ALL OWNERS ARE ADVISED TO NOTIFY THE CORAL SPRINGS

POLICE DEPARTMENT OF ANY AND ALL HEALTH AND PROPERTY EMERGENCIES IN THE CORAL CREEK COMMUNITY.

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

DECLARANT:

FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]  
Name: W. Buntemeyer  
Title: President  
Address: 3300 University Drive  
Coral Springs, Florida 33065

Attest: [Signature]  
Name: A. N. Malanos  
Title: Secretary  
Address: 3300 University Drive  
Coral Springs, Florida 33065



(Corporate Seal)

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

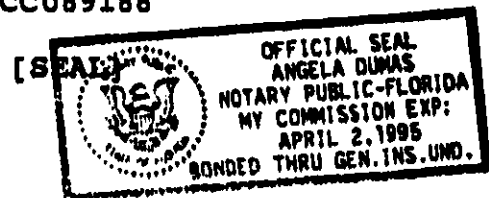


I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, W. Buntemeyer and A. N. Malanos, the President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., to me known to be the persons who signed the foregoing instrument as 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. They are personally known to me and they did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of JULY, 1992.

[Signature]  
Name: Angela Dumas  
NOTARY PUBLIC  
Commission No. CC089188

My Commission Expires: 4/2/95



BK119124P60071

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF COMMITTED PROPERTY**

Lots 1 through 41, both inclusive, in Block K; Lots 46 through 54, both inclusive, in Block K; Lots 1 through 39, both inclusive, in Block L; together with Parcel "R-2" and Parcel B-4; all in CORAL CREEK, according to the Plat thereof, as recorded in Plat Book 146, at Page 6, of the Public Records of Broward County, Florida; said lands situate, lying and being in the City of Coral Springs, Broward County, Florida;

TOGETHER WITH ALL THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT "D" APPENDED TO THIS DECLARATION.

BK119724PG0072

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Restated Articles of Incorporation, filed on July 27, 1992, for CORAL CREEK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N34604.

## EXHIBIT "B"

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
27th day of July, 1992.



CR2E022 (2-91)

Jim Smith  
Secretary of State

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**FIRST RESTATEMENT TO THE ARTICLES OF INCORPORATION  
OF  
CORAL CREEK HOMEOWNERS ASSOCIATION, INC.  
(a Florida corporation not for profit)**

THIS FIRST RESTATEMENT TO THE ARTICLES OF INCORPORATION OF CORAL CREEK HOMEOWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "FIRST RESTATEMENT"), IS A COMPLETE RESTATEMENT OF THE ORIGINAL ARTICLES OF INCORPORATION AND ARTICLES OF AMENDMENT WHICH WERE FILED WITH THE DEPARTMENT OF STATE ON OCTOBER 9, 1989 AND OCTOBER 31, 1989, RESPECTIVELY, AND UPON ITS FILING SHALL SUPERCEDE IN ITS ENTIRETY ANY AND ALL PRIOR FILINGS. THIS FIRST RESTATEMENT WAS DULY ADOPTED BY ALL THE GOVERNORS OF THE CORPORATION (AS THE TERMS "GOVERNORS" AND "CORPORATION" ARE HEREINAFTER DEFINED).

**FILED**  
1992 JUL 27 PM 2:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE 1**

**NAME AND ADDRESS**

The name of this corporation shall be CORAL CREEK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Corporation"). The mailing and principal office address of the Corporation shall be 3300 University Drive, Coral Springs, Florida 33065.

**ARTICLE 2**

**DEFINITIONS**

A. All terms which are defined in the Declaration and General Protective Covenants for Coral Creek Community shall be used herein with the same meanings as defined in said Declaration.

B. "Corporation" as used herein shall mean the Coral Creek Homeowners Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

**ARTICLE 3**

**PURPOSES**

The purposes for which this Corporation is organized are to promote the recreation and enjoyment of the Owners, Declarant and occupants of the Committed Property, and to operate and maintain the Corporation Common Area and to own the Corporation Common Area (when and if conveyed to it) or other property all in accordance with and pursuant to the

Declaration or any Supplement(s) thereto and to fulfill its obligations in accordance with and pursuant to the Declaration. The Corporation is NOT a condominium association under Chapter 718, Florida Statutes, as amended.

#### ARTICLE 4

##### GENERAL POWERS

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

A. This Corporation shall have all of the common law and statutory powers of a Florida corporation not for profit, except as herein contained.

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

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

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

E. To promulgate and enforce Rules and Regulations, By-Laws, and agreements to effectuate the purposes for which the Corporation is organized and to make, establish, and enforce rules and regulations governing the use of the Corporation Common Area consistent with the Declaration.

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

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

H. To make, levy and collect Assessments and late fees for the purpose of obtaining funds from its Members, to pay for the operational expenses of this Corporation and costs of collection, and to use and expend the proceeds of Assessments and late fees in the exercise of its powers and duties hereunder.

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

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

K. To maintain, repair, replace and operate the Corporation Common Area and other property (including, but not limited to, any Corporation Common Area to be maintained in a natural state, used for recreation purposes or used for drainage, landscaping or buffer purposes) in accordance with those governmental regulations which are applicable, the Declaration, or any Supplement or other Governing Documents.

L. To enforce by legal means the obligations of the Members of the Corporation, the provisions of the Declaration and the provisions of any Supplement or other Governing Documents.

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

N. To contract with any Person, governmental or otherwise, for the maintenance, administration and other functions to be carried out by the Corporation.

O. To contract with governmental or quasi-governmental entities and Neighborhood Associations regarding maintenance and administration, and other functions.

P. Notwithstanding anything contained herein to the contrary, this Corporation shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation addressing any and all issues including, but not limited to, zoning, environmental and land use, or participate or intervene, directly or indirectly, in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall Members perform any such activities in the name of the Corporation.

Q. Notwithstanding anything contained herein to the contrary, the Corporation shall not have the power to, and shall not, expend Capital Payment account (described in Article 8.13 of the Declaration) monies or any capital expenditures in connection with the construction of a new capital improvement (except for necessary construction resulting from the damage or destruction of existing improvements), in excess of Ten Thousand (\$10,000.00) Dollars without first obtaining the affirmative vote of a majority of all Members. Further, the Capital Payment account shall be used for capital purposes only and not for other purposes, including not being used by the Corporation for the purpose of litigation at either or both the trial or appellate levels, nor shall such reserves be used for operating funds.

**ARTICLE 5**

**MEMBERS**

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

A. The Members of the Corporation shall be comprised of the Owners and the Declarant.

B. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents the Corporation with a recorded copy of the Deed or other muniment of title conveying the title to the Plot so conveyed, and such membership shall pass with title to the Plot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Plot.

C. A Structure for which final Certificates of Occupancy had been issued but which has subsequently been destroyed or demolished shall be deemed, for the purpose of calculating eligible votes, to have the number of Dwelling Units, which were contained in the original Structure until such time as a replacement Structure has been erected and a final certificate of occupancy issued therefor. Thereupon, the number of Dwelling Units in the replacement Structure shall control in lieu of the number of Dwelling Units so destroyed or demolished.

D. Members' voting rights shall be as set forth in Article 5 of the Declaration.

E. Notwithstanding anything herein contained, Declarant shall have the right to appoint all Governors and thereby control the appointment of at least a majority of the Board of Governors until the "Turnover Date" which date shall be ninety (90) days after the Declarant no longer owns fee simple title to at least five (5) Single Family Lots in the Coral Creek Community, or at any time upon a voluntary election of Declarant, whichever occurs first. Until such Turnover Date, Governors of the Corporation named by Declarant shall serve, and in the event of vacancies, such vacancies shall be filled by Declarant. The fact that the Owners have not elected or refuse to elect Governors shall not interfere with the right of Governors designated by Declarant to resign.

F. Each and every Member shall be entitled to the benefits of Membership and shall be bound to abide by the provisions of the Governing Documents.

**ARTICLE 6**

**BOARD OF GOVERNORS**

A. The affairs of the Corporation shall be managed by a Board of Governors initially consisting of three (3) Governors. Until the Turnover Date, Declarant shall have the right to expand or reduce the size of the Board, so long as the Board shall at all times prior to the Turnover Date consist of at least three (3) Governors. Until the Turnover Date, Governors need not be Members of the Corporation and need not be residents of the Committed Property; thereafter Governors shall be Members of the Corporation and residents of the Committed Property and of the State of Florida except for those who are appointed by the Declarant. At the Turnover Date, the size of the Board shall then be as established by Declarant, provided that there shall be no fewer than five (5) Governors. Elections shall be by a plurality vote. At the first meeting of the Members at which they have a right to elect Governors, three (3) of the Governors shall be elected to serve for a term expiring on the second annual meeting after the meeting at which they were elected, and the remaining Governors shall be elected to serve for a term expiring on the first annual meeting after the meeting at which they were elected. Thereafter, as many Governors shall be elected as there are regular terms of office of Governors expiring at such time, and the terms of the Governors so elected and appointed at each annual meeting shall be for two (2) years expiring on the second annual meeting following the annual meeting at which they were elected, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected them. In no event can a Governor appointed by Declarant be removed except by action of Declarant. Any Governor appointed by Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Governor may be appointed at any time by the Declarant. Declarant shall have the right any time prior to the Turnover Date to unilaterally amend this Section to enlarge the number of Governors servicing on the Board of Governors.

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

1. James P. McGowan  
3300 University Drive  
Coral Springs, Florida 33065
2. J. P. Taravella, Jr.  
3300 University Drive  
Coral Springs, Florida 33065
3. Scott A. Pasolli  
3300 University Drive  
Coral Springs, Florida 33065

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**ARTICLE 7**

**OFFICERS**

A. The Officers of the Corporation shall be a 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 that the President may not hold another office. 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 Corporation and until their successors are duly elected and qualified, are:

President  
Secretary  
Treasurer

James P. McGowan  
J. P. Taravella, Jr.  
Scott A. Pasolli

**ARTICLE 8**

**CORPORATE EXISTENCE**

The Corporation shall have perpetual existence.

**ARTICLE 9**

**BY-LAWS**

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

**ARTICLE 10**

**AMENDMENT TO ARTICLES OF INCORPORATION**

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

B. After the recording of the Declaration amongst the Public Records of Broward County, Florida; except as set forth in Article 6, Section A hereof, these Articles may be amended in the following manner:

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

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

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

4. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Members and Governors eligible to vote.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and the Secretary of the Corporation shall cause a copy certified by the Secretary of State to be recorded amongst the Public Records of Broward County, Florida.

E. Notwithstanding the foregoing provision of this Article 10, there shall be no amendment to these Articles which (1) shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Governors as provided in Article 6 hereof, or the provisions of this Article 10, without the prior written consent therefor by Declarant, or, (2) make any changes in the qualifications for Membership or the voting rights of the Members, or make any change that would terminate the Corporation without approval in writing of the Members affected.

F. Notwithstanding anything contained herein to the contrary, Article 4, Section P hereof shall not be amended or modified in any way except upon receiving the affirmative vote of at least seventy-five (75%) percent of all Members.

#### ARTICLE 11

#### INDEMNIFICATION OF OFFICERS AND GOVERNORS

Every Governor and every Officer of the Corporation (and the Governors and/or Officers as a group) shall be indemnified by the

Corporation 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 Governor or Officer of the Corporation. The foregoing provisions for indemnification shall apply whether or not such person is a Governor or Officer at the time such expenses are incurred. Notwithstanding the above, in instances when a Governor or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles 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 Governor 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 Governor (whether current or former) affected by such amendment.

## ARTICLE 12

### TRANSACTION IN WHICH GOVERNORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Corporation and one or more of its Governors or Officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Governors 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 Governor 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 Governor or Officer of the Corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

## ARTICLE 13

### DISSOLUTION OF THE CORPORATION

A. Upon dissolution of the Corporation, 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 Corporation without the receipt of other than nominal consideration by the Declarant (or its successor in interest) shall be returned to the Declarant (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

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

3. The remaining assets 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 his voting rights.

B. The Corporation may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Governors; three-fourths (3/4) of the Members; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403 (1991), Florida Statutes, as amended.

#### ARTICLE 14

##### GENDER

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

#### ARTICLE 15

##### DECLARATION

In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

#### ARTICLE 16

##### REGISTERED AGENT

Florida National Properties, Inc., a Florida corporation, is the Corporation's Registered Agent for service of process within the State of Florida, at 3300 University Drive, 10th Floor, Coral Springs, Broward County, Florida 33065.

#### ARTICLE 17

##### APPLICATION OF FLORIDA CONTROL SHARE ACQUISITION ACT

Florida Statutes §607.0902 (1989), as amended, the Florida Control Share Acquisition Act, shall not apply to control share acquisitions of shares (memberships) in the Corporation.

IN WITNESS WHEREOF, we, being all of the Governors of CORAL CREEK HOMEOWNERS ASSOCIATION, INC., have executed this First Restatement to the Articles of Incorporation, this 24th day of July, 1992.


  
James P. McGowan

  
J. P. Taravella, Jr.

  
Scott A. Pasolli

STATE OF FLORIDA        )  
                                  )    SS:  
COUNTY OF BROWARD    )

The foregoing First Restatement to the Articles of Incorporation was acknowledged before me this 24 day of July, 1992, by James P. McGowan, J. P. Taravella, Jr., and Scott A. Pasolli, being all of the Governors of CORAL CREEK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me and they did not take an oath.

  
Name: Grace K. Stackhouse  
Notary Public, State of Florida  
Commission No. CC108037

[SEAL]

My Commission Expires:

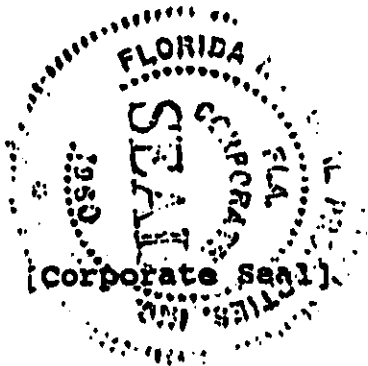
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXP. JUNE 1, 1995  
CORAL CREEK HOMEOWNERS ASSOCIATION, INC.



BK119724P60083

**JOINDER AND CONSENT OF SOLE MEMBER  
OF CORAL CREEK HOMEOWNERS ASSOCIATION, INC.  
(a Florida corporation not for profit)**

The undersigned is the sole owner of all the lots within CORAL CREEK, according to the Plat thereof, as recorded in Plat Book 146, at Page 6, of the Public Records of Broward County, Florida, and hereby joins in and consents to this First Restatement to the Articles of Incorporation, as the sole Member of CORAL CREEK HOMEOWNERS ASSOCIATION, INC.



FLORIDA NATIONAL PROPERTIES, INC.

By: *W. Buntmeyer*  
W. Buntmeyer, President

Attest: *A. N. Malanos*  
A. N. Malanos, Secretary

STATE OF FLORIDA        )  
                                  : ss  
COUNTY OF BROWARD    )

APPROVED  
**MRF**  
**RED**

The foregoing instrument was acknowledged before me this 24th day of JULY, 1992, by W. Buntmeyer and A. N. Malanos, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me and they did not take an oath.

*Angela Dumas*

Name: Angela Dumas  
Notary Public, State of Florida  
Commission No. CC089188

My Commission Expires: 4/2/95

[SEAL]



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# EXHIBIT

## "C"

FIRST RESTATEMENT TO THE  
BY-LAWS  
OF  
CORAL CREEK HOMEOWNERS ASSOCIATION, INC.  
(a Florida corporation not for profit)

THIS FIRST RESTATEMENT TO THE BY-LAWS OF CORAL CREEK HOMEOWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "FIRST RESTATEMENT"), IS A COMPLETE RESTATEMENT OF ANY AND ALL BY-LAWS WHICH MAY HAVE BEEN ADOPTED BY THE CORPORATION (AS SUCH TERM IS HEREINAFTER DEFINED) AND UPON ITS ADOPTION SHALL SUPERCEDE IN ITS ENTIRETY ANY AND ALL PREVIOUSLY ADOPTED BY-LAWS. THIS FIRST RESTATEMENT WAS DULY ADOPTED BY ALL THE GOVERNORS OF THE CORPORATION.

### ARTICLE I

#### DEFINITIONS

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

Section 2. The term "Corporation" as used herein shall mean the Coral Creek Homeowners Association, Inc., a Florida corporation not for profit, its successors or assigns.

### ARTICLE II

#### LOCATION OF PRINCIPAL OFFICE

The principal office of the Corporation shall be located at the Coral Springs Financial Plaza, 3300 University Drive, Coral Springs, Florida 33065, or at such other place as may be established by resolution of the Board of Governors of the Corporation.

### ARTICLE III

#### VOTING RIGHTS AND ASSESSMENTS

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

Section 2. Assessments, installments thereof and late fees not paid shall result in the suspension of voting privileges and any other privileges of Membership during any period of such nonpayment.

#### ARTICLE IV

##### BOARD OF GOVERNORS

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

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

#### ARTICLE V

##### ELECTION OF GOVERNORS; NOMINATION COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board shall be by written ballot (and not by proxy) as hereinafter provided. At such election, the Members may cast as many votes as they are entitled to exercise under the provisions of the Governing Documents for each vacancy in the Board. The Persons receiving the largest number of votes shall be elected. Nothing contained herein shall be in derogation of Declarant's right to appoint Governors as set forth in the Articles.

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

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board, and two (2) or more Members of the Corporation or of the Board. The Nominating Committee shall be appointed by the Board sufficiently in advance of each annual meeting of the Members in order for said Nominating Committee to properly perform its duties and responsibilities. The Nominating Committee shall serve from their appointment until the close of the annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After approval by the Board, nominations shall be placed on a

written ballot as provided in Section 5 hereof and shall be made in advance of the time fixed in Section 5 hereof for the mailing of such ballots to Members.

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

- (a) describe the vacancies to be filled;
- (b) set forth the names of those proposed by the Nominating Committee and approved by the Board for such vacancies; and
- (c) contain space for a write-in vote by the Members.

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

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

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

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

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

(b) To appoint and remove at pleasure all Officers, agents and employees of the Corporation; prescribe their duties; and fix the compensation of agents and employees of the Corporation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Governor of the Corporation in any capacity whatsoever;

(c) To establish, levy and assess, and collect Assessments;

(d) To adopt and publish Rules and Regulations governing the use of the Corporation Common Area and facilities, and the personal conduct of the Members and their guests thereon;

(e) To exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the Members in the Declaration; in no event, shall the Board of the Corporation expend Capital Payment account monies or any capital expenditures in connection with the construction of a new capital improvement (except for necessary construction resulting from the damage or destruction of existing improvements) in excess of Ten Thousand (\$10,000.00) Dollars without first obtaining the affirmative vote of a majority of all Members.

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

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

(b) To supervise all Officers, agents and employees of the Corporation.

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

## ARTICLE VII

### GOVERNORS' MEETINGS

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

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

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

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

filed with the corporate records of the Corporation and made part of the minutes of the meeting.

Section 5. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

## ARTICLE VIII

### OFFICERS

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

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

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

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

Section 5. The Secretary of the Corporation shall be ex officio the Secretary of the Board, shall record the votes and keep minutes of all proceedings in a minute book to be kept for that purpose. He shall sign certificates of membership, if any. He shall keep the records of the Corporation. He shall record in a book kept for that purpose the names of all Members of the Corporation together with their addresses as registered by such Members (see Article X, Section 3 hereof).

Section 6. The Treasurer shall receive and deposit in appropriate bank accounts, insured by the FDIC or other applicable governmental or quasi-governmental entity, all monies of the Corporation and shall disburse such funds as directed by resolution of the Board; provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. All checks issued by the Treasurer shall be signed by two (2) persons authorized by the Board. The Treasurer shall keep proper books of account and cause an annual review or audit (at the Board's discretion) of the Corporation's books to be made by a certified public accountant at the completion of each fiscal year and, until the Turnover Date, shall provide Declarant with a copy thereof within thirty (30) days of its preparation. He shall prepare an annual budget, an annual balance sheet statement and an annual statement of operations and the balance sheet statement and statement of operations shall be presented to the membership at its regular annual meeting.

## ARTICLE IX

### COMMITTEES

Section 1. The Corporation shall have such committees as determined by the Board. Unless otherwise provided, each committee shall consist of a Chairperson and two or more persons and shall include a member of the Board for Board contact. Committee members may be appointed by the Board to serve until the close of the next annual meeting.

Section 2. It shall be the duty of each committee, if created, to receive complaints and suggestions from Members on any matter involving Corporation functions, duties, and activities within its field of responsibility. It shall dispose of such complaints and suggestions as it deems appropriate or refer them to such other committee, Governor or Officer of the Corporation as is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

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

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

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

Section 4. The presence at Members meetings of Members entitled to cast one-fourth (1/4) of the votes of the entire Membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles or by the Declaration shall require a quorum as therein provided.

**ARTICLE XI**

**PROXIES AND VOTING**

**Section 1.** At all meetings of Members, each Member may vote in person or by proxy except Members may not vote by proxy for elections to the Board of Governors notwithstanding anything provided in these By-Laws to the contrary.

**Section 2.** All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days after the date of the first meeting for which it was given.

**Section 3.** A Member shall not be entitled to appoint more than one (1) proxy to attend a meeting on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Governors shall approve:

I, \_\_\_\_\_, being a Member in good standing of the Coral Creek Homeowners Association, Inc., hereby appoint \_\_\_\_\_ as my proxy to vote for me and on my behalf at the meeting of Members to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ and any adjournment(s) thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
(Signature of Member)

**Section 4.** The vote of the owners of a Plot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Owner") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the owners of the Plot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Corporation. If such a proxy or Certificate is not filed with the Secretary of the Corporation, the vote of such Plot shall not be considered for a quorum or for any other purpose.

Notwithstanding the provisions of the above Paragraph, whenever any Plot is owned by a husband and wife they may, but shall not be required to, designate a Voting Owner. If a proxy or Certificate designating a Voting Owner is not filed by the husband and wife, the following provision shall govern their right to vote:

(a) When both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for the purposes of casting the vote for each Plot owned by them. If they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

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

(c) When neither spouse is present, the person designated in a proxy of Certificate signed by either spouse may cast the Plot vote, absent any prior written notice to the contrary to the Corporation by the other spouse or the designation of a different Voting Owner by the other spouse. In the event of prior written notice to the contrary to the Corporation or the designation of a different Voting Owner by the other spouse, the vote of said Plot shall not be considered.

#### ARTICLE XII

##### BOOKS AND PAPERS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member.

#### ARTICLE XIII

##### CORPORATE SEAL

The Corporation shall have a seal in circular form having within its circumference the words:

Coral Creek Homeowners Association, Inc.

#### ARTICLE XIV

##### ACCOUNTING RECORDS; FISCAL MANAGEMENT

Section 1. The Corporation shall use the accrual method of accounting, all records of which shall be open to inspection by Declarant, or Members, or their respective authorized representatives during reasonable business hours. Such authorization of a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.

Section 2. The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses and Neighborhood

- Expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held not later than December 1st of the preceding year to which the Budget applies, within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Declarant and each Member. The copy of the Budget shall be deemed furnished and the notice of the Individual Plot Assessment shall be deemed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Operating Expenses and Neighborhood Expenses.

Section 3. In administering the finances of the Corporation, the following procedures shall govern: (i) the fiscal year shall be the calendar year; and (ii) assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

Section 4. The Individual Plot Assessment shall be payable as provided for in the Declaration.

Section 5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses or Neighborhood Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses or Neighborhood Expenses than monies from Assessments, then such deficits shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Plot Assessment or Special Assessment).

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

Section 7. A report of the accounts of the Corporation shall be made annually as set forth in Article VIII, Section 6 hereof, and a copy of the report shall be furnished to Declarant and each Member, no later than ninety (90) days following the fiscal year for which the report is made.

Section 8. All notices and mailings to the Members required under these By-Laws shall be deemed to be furnished to the above-named parties upon its delivery or mailing to the above-named parties at their last known addresses as shown on the records of the Corporation.

#### ARTICLE XV

#### AMENDMENTS

Section 1. These By-Laws may be amended, at any regular or special meeting of the Board at which there is a quorum, by a vote of a majority of the Governors, provided that those provisions of these

By-Laws which are governed by the Articles may not be amended except as provided in the Articles or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration.

Section 2. Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of Broward County, Florida no sooner than five (5) business days after a copy of same has been delivered to Declarant.

Section 3. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.


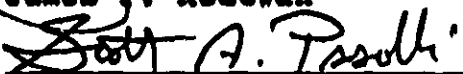

Section 4. No amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of Declarant's rights or privileges without Declarant's prior written consent.

**ARTICLE XVI**

**GENDER**

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

IN WITNESS WHEREOF, we, being all of the Governors of the Coral Creek Homeowners Association, Inc., have hereunto set our hands this 24th day of July, 1992.

  
\_\_\_\_\_  
James P. McGowan  
  
\_\_\_\_\_  
Scott A. Pasoli  
  
\_\_\_\_\_  
J. V. Taravella, Jr.

BR119724PG0094

EXHIBIT "D"

LEGAL DESCRIPTION OF CORPORATION COMMON AREA

Parcel B-20, CORAL CREEK, according to the plat thereof, recorded in Plat Book 146 at Page 6 of the Public Records of Broward County, Florida; LESS that portion of said Parcel B-20 described as follows:

BEGINNING at the most easterly corner of said Parcel B-20 at the beginning of a curve concave to the northeast having a radius of 25.00 feet and to said corner a radial line bears South 20°21'30" East (Bearings are based on said plat of CORAL CREEK);

thence southwesterly, westerly and northwesterly, along said curve on the easterly line of said Parcel B-20, through a central angle of 85°30'19", a distance of 37.31 feet to a point at the beginning of a non-tangent curve concave to the northeast having a radius of 40.81 feet and to said point a radial line bears South 16°13'38" West;

thence westerly and northwesterly, along said curve, departing said easterly line, through a central angle of 50°10'36", a distance of 35.74 feet to the point of cusp of a curve concave to the southwest having a radius of 1390.00 feet and to said point a radial line bears North 66°24'14" East, said point being on the westerly line of said Parcel B-20;

thence southeasterly, along said curve on said westerly line, through a central angle of 00°36'30", a distance of 14.76 feet to the point of reverse curvature of a curve concave to the northeast having a radius of 40.63 feet and a central angle of 87°22'14";

thence southeasterly, easterly and northeasterly, along said curve on said westerly line, a distance of 61.96 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

Containing 2139 square feet, more or less.

R.N. of  
6.12.72

BK# 9724PG0095

**TOGETHER WITH:**

That portion of Parcel B-3, CORAL CREEK, according to the plat thereof, recorded in Plat Book 146 at Page 6 of the Public Records of Broward County, Florida, lying northerly of the southwesterly prolongation of the southeasterly line of Block K of said CORAL CREEK; LESS that portion of said Parcel B-3 described as follows:

BEGINNING at the most northerly corner of said Parcel B-3, said corner being the beginning of a curve concave to the southeast having a radius of 25.00 feet and to said corner a radial line bears North 20°21'30" West (Bearings are based on said plat of CORAL CREEK);

thence southwesterly, southerly and southeasterly, along the easterly line of said Parcel B-3, through a central angle of 85°30'19", a distance of 37.31 feet to a point at the beginning of a non-tangent curve concave to the southeast having a radius of 40.81 feet and to said point a radial line bears North 56°56'38" West;

thence southwesterly, southerly and southeasterly, along said curve, departing said easterly line, through a central angle of 50°10'36", a distance of 35.74 feet to the point of cusp of a curve concave to the southwest having a radius of 1390.00 feet and to said point a radial line bears North 72°52'46" East, said point being on the westerly line of said Parcel B-3;

thence northwesterly, along said curve on said westerly line, through a central angle of 00°36'30", a distance of 14.76 feet to the point of reverse curvature of a curve concave to the southeast having a radius of 40.63 feet and a central angle of 87°22'14";

thence northwesterly, northerly and northeasterly, along said curve on said westerly line, a distance of 61.96 feet to the POINT OF BEGINNING.

Said land being in the City of Coral Springs, Broward County, Florida.

Containing 3358 square feet, more or less.

R.N.F.  
6-12-92

BK119724P60096

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