$19.75

QUATRAINE AT JACARANDA THREE - PHASE 1

DECLARATION OF COVENANTS AND RESTRICTIONS
ARTICLES OF INCORPORATION
AND BYLAWS

VOLUME II

QUATRAINE
AT JACARANDA

This document contains the Declaration of Covenants and Restrictions
Articles of Incorporation and the Bylaws for the
Quatraine Three - Phase 1 Homeowners' Association

QUATRAINE AT JACARANDA THREE - PHASE 1 IS NOT A CONDOMINIUM

QUATRAINE AT JACARANDA THREE - PHASE 1
is a development of
QUATRAINE AT JACARANDA III,
A JOINT VENTURE
9050 Pines Boulevard, Suite 295
Pembroke Pines, Florida 33024

SHAPIRO, LEDER, BREITNER & TAPLIN
Suite 1050, Rivergate Plaza
444 Brickell Avenue
Miami, Florida 33131

DECLARATION OF COVENANTS AND RESTRICTIONS

88019341 QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION

THIS DECLARATION made this 9th day of January, 1988, by QUATRAINE AT JACARANDA III, A JOINT VENTURE, hereinafter the "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT, having its principal place of business in Broward County, Florida, is the owner of the real property described in Article II of this Declaration and desires to declare and impose certain protective covenants, conditions and restrictions upon said real property to provide for the preservation and enhancement of the property values, amenities and certain of the maintenance of the property and the improvements therein and thereon, contributing to the personal health, safety and welfare of the residents and/or for the maintenance of the lands and the improvements thereon, and to this end desires to subject the property described in Article II hereof to the covenants, restrictions, charges, liens and limitations hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof; and,

WHEREAS, to provide means for meeting certain but not necessarily all of the purposes and intents herein set forth, DECLARANT has or will cause to be incorporated under the laws of the State of Florida, the QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC., hereinafter "CA", "Homeowners' Association", or "Association".

NOW, THEREFORE, DECLARANT declares the real property described in Article II hereof, together with such additions thereto as may hereafter be lawfully made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges, liens and limitations, sometimes hereinafter referred to as the "Covenants and Restrictions", hereinafter set forth.

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I.

DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration, shall have the following meanings:

1. ASSOCIATION or Association shall mean and refer to QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC. (HA).

2. BUILDING or building shall mean and refer to every structure and improvement upon the PROPERTY capable of housing or sheltering people, materials or equipment, regardless of the form of ownership.

3. COMMON AREAS (Common Areas) shall mean and refer to all areas in the PROPERTY not included within a Homesite Parcel and which are conveyed to the Association. Common Areas shall also include the riparian rights, if any, appurtenant to the Property, whether or not such riparian rights are conveyed to the Association by specific deed.

4. DECLARANT (Declarant) shall mean and refer to QUATRAINE AT JACARANDA III, A JOINT VENTURE, the initial Developer of QUATRAINE AT JACARANDA THREE - PHASE 1, its specifically designated successors or assigns of any of its rights as DECLARANT under this DECLARATION or any supplemental DECLARATION involving the PROPERTY in QUATRAINE AT JACARANDA THREE - PHASE 1. No person, real or corporate, shall be deemed to be a successor, alternate or additional declarant for the purposes of this Declaration unless such person or entity has been specifically so designated by QUATRAINE AT JACARANDA III, A JOINT VENTURE, by instrument in writing and placed of record.

5. DECLARATION or Declaration shall mean and refer to this document, entitled DECLARATION OF COVENANTS AND RESTRICTIONS, QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, as the same may be amended and supplemented from time to time.

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6. DEVELOPER shall mean or refer to QUATRAINE AT JACARANDA III, A JOINT VENTURE, Declarant herein, which is the entity actually developing QUATRAINE AT JACARANDA THREE - PHASE 1, of which QUATRAINE CONSTRUCTION CORPORATION, INC., a Florida corporation, is the Managing Venturer, and its specifically designated successors and assigns. No person, real or corporate, shall be deemed to be a successor, alternate or additional developer for the purposes of this Declaration unless such person or entity has been specifically so designated by QUATRAINE AT JACARANDA III, A JOINT VENTURE, by instrument in writing and placed of record.

7. GOVERNING DOCUMENTS shall mean and refer to this DECLARATION, the Articles of Incorporation and the By-Laws of the HA as the same may be amended from time to time. In the event of conflict or inconsistency among the GOVERNING DOCUMENTS, the provisions of this DECLARATION shall take precedence over any provisions of the Articles of Incorporation and the By-Laws and any provisions of the Articles of Incorporation inconsistent with the provisions of the By-Laws shall take precedence over the By-Laws.

8. HA shall mean and refer to the QUATRAINE AT JACARANDA THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC., the homeowners' association under the Declaration of Covenants and Restrictions identified in Paragraph 5 above.

9. HOMESITE PARCEL (homesite parcel) shall mean and refer to each of the sites described in Exhibit C attached hereto and made a part hereof, together with the improvements thereon which consist of a single-family dwelling unit. Homesite Parcels shall also include sites within additions to the Property made subject to this Declaration in accordance with the provisions hereinafter contained for that purpose and which are identified by Declarant as Homesite Parcels on Exhibit C or amendments thereto. Type designations, if any, for Homesite Parcels contained in this Declaration are for convenience only. Nothing herein shall be deemed to restrict the Developer and Declarant from improving a Homesite Parcel with any lawful improvement.

10. MEMBER (Member) shall mean and refer to all those OWNERS who are members of the HA as provided in Paragraph 1 of Article III hereof, but the homeowners' association or other representative group of owners, although deemed an OWNER, shall never be a MEMBER.

11. OWNER (Owner) shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residence in the PROPERTY, but shall not mean or refer to any mortgagee encumbering any parcel in the PROPERTY unless and until such mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure.

12. QUATRAINE AT JACARANDA THREE - PHASE 1 shall mean and refer to those certain lands located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof. Not all of QUATRAINE AT JACARANDA THREE - PHASE 1 may be subject to this Declaration at the time of its execution and recording. (See Article II below) At the time of recording of this Declaration, there is not intended to be any further phases in QUATRAINE AT JACARANDA THREE. Accordingly, reference hereof to "QUATRAINE AT JACARANDA THREE" omitting the additional designation of "PHASE 1" shall be deemed to apply to QUATRAINE AT JACARANDA THREE - PHASE 1 alone unless the context clearly requires a contrary application to more Property than is QUATRAINE AT JACARANDA THREE - PHASE 1.

13. PROPERTY (Property) shall mean and refer to all real property and any additions thereto as are made subject to this Declaration and/or any supplemental Declaration under the provisions of Article II hereof within QUATRAINE AT JACARANDA THREE - PHASE 1.

II.

PROPERTY SUBJECT TO THIS DECLARATION

1. Existing Property.

The real property which is and shall be held, transfered, sold, conveyed and occupied subject to this Declaration is located in the Broward County, Florida, and is more particularly described on Exhibit "B" attached hereto and made a part hereof, and is hereinafter sometimes referred to as the "Existing Property".

2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

A. Declarant shall have the right to bring within the operation of this Declaration, and therefore to have considered as part of QUATRAINE AT JACARANDA THREE - PHASE 1 and therefore of the

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PROPERTY, additional properties, without joinder or consent of any other person being required, to accomplish the following purposes:

(a) to include within the PROPERTY and QUATRAINE AT JACARANDA THREE - PHASE 1 any portions of any rights-of-way which become abandoned and which abut the PROPERTY, or to otherwise move the boundary lines of the PROPERTY and QUATRAINE AT JACARANDA THREE - PHASE 1 such that at locations where possible, the boundary lines abut public ways;

(b) to include within the PROPERTY and, therefore QUATRAINE AT JACARANDA THREE - PHASE 1, the situs of lands containing easement ways for ingress and egress and the swale areas of such easement ways which connect the private road system within QUATRAINE AT JACARANDA THREE - PHASE 1 to the public way.

B. The Declarant, at its sole option and without joinder of any person whomsoever, may add to the PROPERTY subject to this Declaration and subject such additions to the jurisdiction of the HA, such portions of QUATRAINE AT JACARANDA THREE - PHASE 1 as the Declarant may from time to time desire so to add, by filing among the Public Records of Broward County, Florida, a supplemental Declaration of Covenants and Restrictions reflecting at least in part the legal description of the additional portions of QUATRAINE AT JACARANDA THREE - PHASE 1 being subjected to this Declaration and the jurisdiction of the HA, thereby supplementing Exhibit B. In that supplemental Declaration declaring additional portions of QUATRAINE AT JACARANDA THREE - PHASE 1 part of the PROPERTY, Declarant may identify additional Homesite Parcels, thereby supplementing Exhibit C hereto. Declarant may however, at Declarant's option, designate Homesite Parcels by a subsequent or supplemental instrument placed of Public Record.

C. Upon approval in writing of the HA pursuant to a vote of its Members, the Owner of any lands who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the HA may file of Public Record a supplemental Declaration of Covenants and Restrictions declaring its intention and containing the legal description of the lands to be added. So long as Declarant shall control the HA, either by having elected or appointed a majority of the members of its Board of Directors (governing body) or by reason of its owning Homesite Parcels entitling Declarant to a majority of votes of Members, then there shall be no additions to the PROPERTY other than as permitted under Paragraphs A and B above, unless a majority of Owners other than Declarant shall join with the Declarant in approving such addition.

D. Upon a merger or consolidation of the HA with another association, the HA's properties, rights and obligations may, by operation of Law, be transfered to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of Law, be added to the properties, rights and obligations of the HA as surviving Corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the PROPERTY, together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the PROPERTY, except as hereinafter provided.

III.

MEMBERSHIP AND VOTING RIGHTS IN QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any homesite parcel located in a portion of the PROPERTY which has been subjected to this Declaration shall be a Member of the HA, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

2. Voting Rights. Every Member shall be entitled to one (1) vote for each Homesite Parcel in which he holds the interest required for membership under Article I above. When more than one (1) person holds such interest or interests in any Homesite Parcel, all such persons shall be Members, and the vote for such Homesite Parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Homesite Parcel.

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3. Reserved Rights of Declarant to Elect or Appoint a Majority of Directors of the HA. While ultimately the HA Board of Directors will be elected by HA Members or their representatives, nevertheless Declarant, or the Developer if the Declarant so designates, shall have the right to appoint or elect a majority of more of the members of the Board of Directors of the HA until fifteen (15%) percent of the homesite parcels have been sold and closed to owners other than Developer or successor Developer, at which time owners other than Declarant or Developer will have the right to elect not less than 1/3 of the Board of Directors and the Declarant or Developer shall have the right to appoint or elect the remaining members of the Board for a period of time terminating the earlier of the following dates, upon which date Declarant or Developer shall turn over control of the Association to the homesite parcel owners other than the Declarant or Developer:

A. Four (4) months after Developer shall have sold and closed seventy-five (75%) percent of the units; or,

B. Five (5) years after Developer shall have sold and closed the first unit.

The foregoing notwithstanding, the time of turnover of control may be extended by a period not exceeding forty-five (45) days to allow for the proper and lawful notice of a meeting of the Homesite Association at which a lawful election may be held to accomplish the turnover of control. The Developer shall nevertheless have the right to elect or appoint at least one (1) member of the Board of Directors so long as Developer shall own at least one (1) homesite parcel in QUATRAINE AT JACARANDA THREE - PHASE 1.

C. Declarant and/or Developer may at its option in whole or in part relinquish or reduce its rights to elect or appoint a majority of Directors of the HA, by instrument in writing, which shall be binding upon the person so relinquishing its rights from and after its recording, which instrument shall stand as an amendment to this Paragraph 3 of Article III.

IV.

PROPERTY RIGHTS IN THE COMMON AREAS

1. Members' Easements of Enjoyment. Subject to the provisions of Paragraph 3 below, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and pass with the title to every Homesite Parcel.

2. Title to the Common Areas. There will be Common Areas in QUATRAINE AT JACARANDA THREE - PHASE 1 both at the time of the execution and recording of this Declaration and thereafter. All lands and uses not within the homesite parcels, in the nature of cul-de-sacs, the private roadway system, recreation facilities and so forth which are physically located within the most external perimeter boundaries of QUATRAINE AT JACARANDA THREE - PHASE 1, are created common areas whose use is for the benefit of homesite parcel owners and occupants as well as others under the Declaration of Restrictions for the QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION more specifically described in Paragraph 5 of Article I hereof. The sites of those common areas are intended to be owned by the QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC. (the "HA") as described in Paragraph 3 of Article I hereof. Certain recreation areas may be shared with non-Members, and certain facilities may be provided for the use of Members by agreements entered into under the authority provided in Paragraph 2 of Article VII hereof.

3. Extent of Members' Easements in the Common Areas. If and only if the HA shall acquire title to and/or become responsible for common elements as described in the Declaration of Restrictions

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such that they become Common Elements hereunder, then the rights of easements of enjoyment created hereby shall be subject to the following:

A. The right of the HA provided for in its Articles of Incorporation and/or By-Laws to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations, except that nothing shall prohibit a Member from reasonable rights of ingress and egress to his Homesite Parcel.

B. The right of the HA to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by a two-thirds (2/3) vote of the Directors of the HA and an instrument signed by the HA through its authorized officers and ratified by Members entitled to cast not less than two-thirds (2/3) of the votes of the Members has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and proposed action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A Certificate in affidavit form by an officer of the HA having personal knowledge thereof, attesting to compliance with the notice requirement and that the necessary vote of ratification has been received either in writing or at a meeting called at least in part for the purpose, shall be sufficient of record to evidence the required ratification. The restriction herein contained requiring written approval of Members entitled to cast not less than two-thirds (2/3) of the votes of the Members shall not apply to the dedication of the private roadways as public ways or streets nor to the dedication of swales associated therewith, nor to the conveyance of the water distribution and/or sewer system and the drainage systems to the public utility company providing water and/or sewer services in the appropriate case.

V.

ARCHITECTURAL CONTROL COMMITTEE

1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon the PROPERTY nor any part of it, nor shall any exterior addition to or change or alteration therein be made, nor shall any trees, shrubs, landscaping feature, whether or not technically considered a structure, be commenced, erected, maintained or changed upon the PROPERTY until complete plans and specifications showing the nature, kind, shape, height, materials and location and, in the case of landscape, the nature and type of the shrubs or trees involved, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the HA, or by an Architectural Committee composed of three or more representatives appointed by the Board of Directors. In the event said Board or its said designated Committee fails to approve or disapprove said design and location within thirty-five (35) days after complete plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with. The Architectural Control Committee shall also have the rights herein contained in respect of additions to or modifications of external lighting and lighting systems in QUATRAINE AT JACARANDA THREE - PHASE 1, whether or not such lighting be within Common Areas, easement ways owned or maintained by the HA, or on the exterior of buildings. Lighting which is merely visible through open windows or glass doors shall not be deemed "exterior lighting" and for the purposes of this Paragraph shall not be subject to control of the Architectural Control Committee, except that nothing herein shall be deemed to permit any lighting to be utilized within QUATRAINE AT JACARANDA THREE - PHASE 1 which constitutes a nuisance. The exterior finish of all improvements, including the exterior of improvements on all Homesite Parcels, within the PROPERTY shall not be changed as to materials or color without approval of the Architectural Control Committee.

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2. Rights of the Declarant. So long as Declarant shall own any dwelling unit in QUATRAINE AT JACARANDA THREE - PHASE 1 or until the development of QUATRAINE AT JACARANDA THREE - PHASE 1 has been completed in accordance with Declarant's plans and specifications, whichever shall be the later date, the Declarant shall have the exclusive right to exercise all rights and privileges of the Architectural Control Committee mentioned in Paragraph 1 of this Article V. The Declarant may relinquish the rights reserved to it in this Paragraph 2 by an instrument in writing placed among the Public Records of Broward County, Florida, duly executed with the formalities required for deeds, by the Declarant. Declarant shall have no liability nor be answerable to any person for its exercise or non-exercise of its rights herein reserved and the approval of any plans and specifications by the Declarant shall not be challenged by any person or persons whomsoever for reason of provisions of this Article V or any of them. The right to exercise the rights and privileges of the Architectural Control Committee herein reserved to the Declarant may be assigned by the Declarant to the Developer.

3. Approval to be in Writing. If the person requesting approval of the Architectural Control Committee or the Declarant in the appropriate case shall request it, the approval or disapproval shall be evidenced in writing. Approval shall be granted in a form entitling them to be recorded among the Public Records, duly executed by the President of the HA, if the HA shall give the approval, the Chairman of the Architectural Control Committee if the Committee shall give the approval or by an officer of the Declarant if the Declarant shall give the approval.

VI.

ALTERATION OF HOMESITES AND COMMON AREAS

1. Alteration of Homesite Parcels.

A. No owner of a homesite parcel shall make or cause to be made any structural modifications or alterations in his homesite parcel without, as mentioned in Article V above, approval of the Architectural Control Committee. No homesite parcel owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air-conditioning units which may protrude through the walls or roof of the building, install lights in balconies or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the homesite parcel, without consent of the Association and of its Architectural Control Committee where its consent is required by this Declaration of Covenants and Restrictions. No homesite parcel owner nor any other person except Developer may install upon the roof or exterior of any Building upon the Property or upon the common areas, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association and in accordance with laws, rules, ordinances and regulations of the City of Plantation, which laws, rules, ordinances and regulations also apply to Developer.

B. As set forth in paragraph 2 of Article V hereof the Declarant may at its option exercise the rights of the Architectural Control Committee for the purposes of this Article VI during the period established in paragraph 2 of Article V.

C. Any alteration in homesite parcels owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the HA or its Architectural Control Committee, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph C may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

2. Alterations, Additions and Improvements to Common Areas. The HA shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the Common Areas to which it obtains title or for which it has the exclusive obligations for operation, maintenance and management and the obligation to provide the use rights therein, for the use and benefit of its members, in accordance with the following provisions:

A. A special meeting of all of the homesite parcel owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days notice.

B. A vote of two-thirds (2/3) of the total number of votes of all members in the HA in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

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C. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each homesite parcel owner shall bear the same proportionate share of such cost as is the share of the common expense attributable to his homesite parcel in accordance with Paragraph 3 of Article IX hereof.

D. The foregoing notwithstanding, no such improvements, alterations or additions may be made within the common areas or upon the Property without the approval in writing by Developer so long as Developer shall own at least one homesite parcel in QUATRAINE AT JACARANDA THREE - PHASE 1, nor shall any such improvement, alteration or addition be made thereafter without the consent of the HA where required in accordance with thiss Declaration of Restrictive Covenants.

VII.

COMMON AREAS - EASEMENTS - MAINTENANCE

1. Private Roadway. Although QUATRAINE AT JACARANDA THREE - PHASE 1 abuts dedicated public ways and/or easement access thereto in use at the time of the recording of this Declaration, as development of QUATRAINE AT JACARANDA THREE - PHASE 1 and the PROPERTY has been planned, easements of ingress and egress may be necessary to give access to many of the improvements within the PROPERTY. Easements for ingress and egress will be created from time to time upon the lands within QUATRAINE AT JACARANDA THREE - PHASE 1, providing the necessary and planned access to and from the public ways and/or other access easement and the lands subject to these easements and constituting the roadway system may from time to time become part of the PROPERTY and shall constitute Common Areas, whether or not owned by the HA. The HA is authorized to make reasonable modifications in the easements for ingress and egress upon any lands which are part of the PROPERTY and constitute Common Areas and consistent with the instruments creating those easements, providing that modifications of those easement ways upon property not owned by the HA may only be made if consistent with the then existing improvements upon the lands involved containing the modified easement way. All roadways provided within the PROPERTY shall be deemed subject and are declared to be subject to the easement for ingress and egress for the use and benefit of the owners and occupants of QUATRAINE AT JACARANDA THREE - PHASE 1 their lawful guests, servants and employees, and the public authorities, whether or not a separate declaration of easement shall be filed of record. In the event that a roadway site within QUATRAINE AT JACARANDA THREE - PHASE 1 and part of the PROPERTY shall be owned by the HA but shall not be subject to a separate Declaration of Easement for ingress and egress, such roadway as provided from time to time and maintained by the HA shall nevertheless be deemed subject to a temporary easement for ingress and egress for the use and benefit of Members and occupants of QUATRAINE AT JACARANDA THREE - PHASE 1, their lawful guests, servants and agents, and the public authorities. The HA is authorized to create and declare by instrument filed among the Public Records easements of ingress and egress in the exercise of its reasonable discretion, consistent with this Paragraph and, in such case, the temporary nature of the easement created in this Paragraph shall be vacated and the specific Declaration of Easements shall control.

2. Recreation Facilities. Developer in accordance with other agreements and undertakings now existing or hereafter entered into will produce from time to time recreation facilities within QUATRAINE AT JACARANDA THREE - PHASE 1 and such recreation facilities and the sites thereof when part of the Common Areas, shall be for the use and benefit of the Members of the HA, the lawful occupants of the PROPERTY, and their lawful guests, servants and agents, all in accordance with reasonable rules and regulations as the same may be promulgated from time to time by the HA. The HA may also provide for the sharing of the use and maintenance of certain recreational facilities both within and without the Property under appropriate agreements therefore, in to which the HA is hereby authorized to enter.

3. Operations and Maintenance of the Common Areas. The HA shall maintain and operate the common areas, such maintenance to include repair and replacement, including but not limited to ground clearing and the maintenance and upkeep of the private road system in QUATRAINE AT JACARANDA THREE - PHASE 1, of shrubberies and landscaping, including but not limited to the central courtyards and cul-de-sacs which are common areas. The foregoing obligation of the HA is subject nevertheless to the provisions of Paragraph 3 of Article VIII hereinafter.

4. Granting of Easements. The HA is authorized to make reasonable grants and modifications of easements for ingress and egress and for public utilities across and upon the Common Areas when in its reasonable judgment it determines that such grants or

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modifications are in the interests of the Members, providing that such grants and modifications shall only be made if consistent with the then existing improvements upon the lands involved.

5. Easement to the Public Authorities. Rights of ingress and egress in the interests of public health, safety and welfare and in the exercise of the police power and for fire protection, are granted to the public authorities in and upon all those portions of a Homesite Parcel which are not improved by a home and the private roadways, pathways and green areas which are Common Areas or otherwise are subject to the jurisdiction of the HA.

6. Special Maintenance Obligation. The obligation to maintain, operate and repair set forth in Paragraph 3 above shall include but not be limited to berms, swales, the drainage systems, sprinkler systems and the post lighting systems, all of which are located within the PROPERTY whether or not located in Common Areas or upon homesite parcels. In particular and without limitation, the HA shall maintain, operate, repair and replace the post lighting systems within the PROPERTY even though the lighting shall be affixed to improvements outside the Common Areas. Further, and without limiting the generality of the foregoing, the HA shall operate, repair and maintain the various drainage systems within the PROPERTY unless the same shall be maintained and operated by the public authority or a private utility company, even though the drainage systems are in whole or in part outside the Common Areas. At its option, the HA may maintain the swales and berms abutting the public roads, access easements and QUATRAINE AT JACARANDA THREE - PHASE 1, even though such swales and berms may be outside the legal description of the lands describing QUATRAINE AT JACARANDA THREE - PHASE I and are within a public right-of-way or an access easement owned by another entity. Furthermore, the HA shall maintain berms within the PROPERTY which berms separate the various portions of the PROPERTY or portions of the PROPERTY from land which are not within the PROPERTY, even though such berms are not on Common Areas.

VIII.

MAINTENANCE, REPAIR, AND FUNCTIONS OF THE HA AND HOMESITE PARCEL OWNERS

1. Maintenance of Improvements. The HA shall maintain, repair and replace when necessary all improvements upon the Common Areas, unless under a specific provision of this Declaration that obligation is imposed upon another person. The Homesite Parcel Owner shall maintain, repair and replace when necessary the exterior of all the buildings upon the Homesite Parcel (improvements upon the Homesite Parcel, if any) including the roofs. The HA may impose reasonable rules and regulations requiring such maintenance, repair and replacement and establishing minimum standards for the level of maintenance, repair and replacement. Should the Owners fail to perform the maintenance, repair and replacement required under this paragraph 1, the HA may perform such maintenance at the Owner's expense and impose the costs thereof as an assessment against the Owner in accordance with the provisions of Paragraph 1.D of Article IX. With respect to the fences enclosing the rear yards of each of the Homesite Parcel, the following shall apply:

a. The Association (HA) shall be responsible only for the exterior painting of those fences and the columns to which they are attached;

b. The individual Homesite Parcel Owner is otherwise responsible for all maintenance and upkeep, including repair and replacement, and of the painting of the interior of that fence. To the extent that a portion of the fence is a party wall, the responsibility for the maintenance, repair and replacement of such portion as constitutes a party wall shall be jointly that of the Homesite Parcel Owners served by that portion, and the Association may impose reasonable rules and regulations requiring such maintenance, repair and replacement and establishing minimum standards for the level of maintenance, repair and replacement of the rear yard fences, including the party wall portions thereof. Should the Owners fail to perform the maintenance required under this subparagraph B, the HA may perform such maintenance at the Owner's expense and impose the costs thereof as an assessment against the Owner in accordance with the provisions of Paragraph 1.D of Article IX.

The color of all exterior walls, roofs and fences must conform to the requirements of the Architectural Control Committee in accordance with Article V hereof. With respect to roofs the Architectural Control Committee shall also have the right to control the materials used in replacement.

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2. Maintenance and Repair Obligations of Homesite Parcel Owners.

A. The owner of each homesite parcel at his own expense shall also see to and be responsible for the maintenance of his homesite parcel and all equipment and fixtures therein, including but not limited to all air-conditioning equipment (including compressors for his homesite parcel located within his homesite parcel or on the common areas) and plumbing fixtures, and must promptly correct any condition which would, if left uncorrected, cause any damage to another homesite parcel, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each homesite parcel shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the interior walls, ceiling and floor and such owner shall at his own expense maintain and replace when necessary all screening within his homesite parcel and within the perimeter walls of the home within his Homesite Parcel, and its attached balconies, terraces and porches, if any, and all window glass and plate glass in windows and plate glass in the home within the homesite parcel. The owner shall be responsible for all roof repairs and replacement, and repairs and replacement of the exterior walls including the painting of the exterior walls of the home and for all repairs, replacement and painting thereof whether or not occasioned by casualty loss. The foregoing maintenance and repair obligation notwithstanding, the Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various Homesite Parcels with respect to the exteriors, balconies, terraces and porches and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of said exterior balconies, terraces and porches. Homesite Parcel Owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems and of the water and sewer pipes and lines within their own homesite parcels, including the meters servicing that Homesite Parcel, wherever located; that is to say, in respect of all distributor lines servicing only the homesite parcel and outlets within the Homesite Parcel. It shall be the responsibility of the Association, where not otherwise the obligation of the utility service provider, to maintain and repair that part of the water and sewer service from the distribution system within the common areas up to where the line enters the individual Homesite Parcel, except the meters.

B. Without limiting the foregoing, the HA may nevertheless undertake some or all of the maintenance obligations of the Homesite Parcel Owners as part of an overall plan of maintenance upon such reasonable terms and conditions as the HA may determine to be appropriate and such activities on the part of the HA may include the maintenance and repair of windows, sliding glass doors, screened enclosures, exterior fencing and railings, if any, the roofs, and the like.

C. The foregoing notwithstanding, the Homesite Parcel Owner is responsible for cleanliness and daily upkeep of all areas constituting his homesite parcel and the common areas adjacent thereto and shall likewise be responsible for the repair and the cost of repair and replacement to portions of the Common Areas maintained by the HA or the common areas maintained by the HA, caused intentionally or by negligence or abuse thereof by a homesite parcel owner.

D. There is an easement created, declared and reserved upon each homesite parcel to permit abutting homesite parcel owners and each of their servants, employees, contractors and designees to peaceably enter upon abutting homesite parcels to repair, maintain, inspect, read utility meters and service the improvements upon and grounds within another abutting homesite parcel. This easement is more particularly described in Article XIII hereof.

3. Grounds and Landscape Maintenance. The HA shall maintain the exterior grounds, exterior gardens, exterior trees, shrubs and other landscaping features within QUATRAINE AT JACARANDA THREE - PHASE I whether or not located within the Common Areas, but not the grounds within a fenced-in yard. The Owner will be responsible for all grounds maintenance within his Homesite Parcel which is within a fenced-in yard. The foregoing notwithstanding, each Owner may individually elect to provide his own grounds and landscaping maintenance in lieu of the HA and in such case the Owner so choosing may discharge the grounds and landscape maintenance at his expense and without charge to the HA or reduction in the dues or assessments due from him. In such case the HA will be relieved of the responsibility to provide the grounds and landscape maintenance for any and all of the homesites owned by Owners so electing to discharge their own maintenance. The election by an Owner to perform his own grounds and landscape maintenance shall not relieve him from performing that maintenance in accordance with minimum standards therefor established from time to time by the HA and reasonably uniformly applied throughout QUATRAINE AT JACARANDA THREE - PHASE I. In no event may the HA require an Owner to perform a greater level of grounds or landscape maintenance with respect to that property than the HA provides in similar landscape areas elsewhere in the PROPERTY. The HA will maintain and operate, repair and replace the sprinkler system installed by the Developer for the purpose of irrigating the Common Area grounds and the unenclosed (not fenced-in) front yards of the Homesite

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Parcels. Not all Common Area grounds have sprinkler system irrigation and there shall be no obligation upon the Developer, Declarant or the HA to extend the sprinkler irrigation system beyond that actually installed by the Developer. Nevertheless, the HA shall have the authority to extend the sprinkler system at its option. The obligation to maintain, operate, repair and replace the sprinkler irrigation system shall extend to the pumps servicing that system.

4. Maintenance of Private Utility Lines. The Association shall have the responsibility and authority to maintain, repair, replace and control the private utility lines serving the various homesite parcels which lines are not owned by the public utility companies but are owned by the HA, if any. The responsibility does not extend to individual distribution and feeder lines lying within a particular homesite parcel, but only from the distribution systems within the common areas or HA property up to where the lines enter the individual homesite parcels. All utility lines within the homesite parcel are the maintenance obligation of the individual homesite parcel owners. The maintenance of the overall drainage system is the responsibility of the HA, including individual lateral drainage lines serving the central courtyards which are common areas, if any. Nothing in this Paragraph 4 shall be deemed to impose upon the HA the obligation to maintain any drainage or utility lines within a homesite parcel which serves only that parcel.

5. Discharge of Other Obligations of the HA. The HA in exercising its powers and authorities as granted in its Corporate Charter and By-Laws and by the Laws of the State of Florida, may employ such personnel, contractors, watchmen or security personnel, managers, attorneys, accountants and other professionals as it deems appropriate.

6. Access at Reasonable Hours. For the purpose of performing the maintenance and/or repair functions herein mentioned to be the obligation of the Association, or to be managed by the Association for the benefit of the Homesite Parcel Owners, the HA, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Homesite Parcel and the improvements thereon at reasonable hours on any normal work day and, in the case of emergencies to prevent casualty loss or damage where timely repair is necessary, at any time and on any day commensurate with the nature of the matter involved.

7. Utility Services and Charges. Each Homesite Parcel Owner shall pay all utility charges and expenses billed to his Parcel which are separately metered to his Parcel or which, in accordance with utility rate schedules, are chargeable to his Parcel.

8. Maintenance of Entrance Feature. The HA shall maintain, repair and replace when necessary, the entrance features and walls, if any, including the signage and decorative features, where the same exist in the PROPERTY. This authority and obligation of the HA applies and shall be paramount. The HA shall have paramount control of all decorative aspect of the said entrance features and walls, if any.

9. Individual Assessment for Upgraded Landscaping. In the event a Homesite Owner changes the landscaping provided by Developer on his Homesite Parcel on the area maintained by the HA such that the maintenance of the grounds and landscaping requires more extensive maintenance than the normal and routine maintenance provided by the HA on a reasonably consistent basis for all of QUATRAINE AT JACARANDA THREE - PHASE I, the HA reserves the right to charge that homesite owner an additional fee for the performance of such special and additional service which fee shall be established by the HA on a fair and reasonable basis.

IX.

ASSESSMENTS

1. Covenant for Assessments. Declarant, for each and every Homesite Parcel which is within the PROPERTY as the PROPERTY shall from time to time be expanded or added to in accordance with the provisions of Article II, hereby covenants and each Owner of any Homesite Parcel within the PROPERTY, by acceptance of a deed therefor, or by acceptance or a deed for any part of the PROPERTY containing one or more Homesite Parcels, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the HA:

A. Regular assessments or charges which shall be assessed by the HA on an annual basis, but collected on a monthly or quarterly basis as the HA shall determine;

B. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;

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C. Extraordinary special assessments arising from unforeseen occurrences, emergencies or casualty loss; and,

D. Assessments imposed against one or more Members or, in the appropriate case the owners' association, to defray the costs and expenses of HA in performing the obligations and undertakings of such Member or owners' association when under the provisions of this Declaration the HA has performed such duties or obligations for failure of the Member or owners' association to perform it.

E. So long as a majority of the Board of Directors of the HA have been appointed or elected by the Developer, the authority to increase assessments or impose certain assessments shall be restricted in accordance with the provisions of Paragraph 11 of this Article IX.

The regular assessments, special assessments and extraordinary special assessments and assessments provided for in subparagraph D above, together with interest thereon and the cost of collection thereof as hereinafter provided, shall be a charge upon the Homesite Parcel or Improvement and shall be a continuing lien upon the Homesite Parcel upon which such assessment is made, in accordance with the provisions of Paragraph 8 hereafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person or association who was the Owner of such Homesite Parcel or improvement at the time the assessment fell due.

2. Purpose of Assessments. The assessments levied by the HA shall be used exclusively for the purposes of discharging the obligations of the HA hereunder and under its Charter and By-Laws and for the purposes of promoting the recreation, health, safety and welfare of residents in the PROPERTY and, in particular, for the improvement and maintenance of the PROPERTY, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the homesite parcels and improvements situated upon the PROPERTY, including but not limited to the payment of such taxes imposed upon the HA and upon the Common Areas, the payment of insurance premiums, costs of repair and replacement, maintenance and management not only of the Common Areas, but the other obligations of maintenance and management imposed upon the HA and for the costs of labor, equipment, materials and the management and supervision thereof.

3. Apportionment of Assessments. The "basic assessments" which are all assessments, whether regular, special, extraordinary, for capital purposes or otherwise, except the assessments authorized or described in subparagraph D of Paragraph 1 above shall be assessed against units in equal proportions such that each Member will pay the same share thereof for each homesite parcel owned. For the purpose of this Paragraph 3, if a homesite parcel is owned by more than one (1) person, all owners thereof shall nevertheless be considered only one Member for the purposes of assessment for each homesite parcel owned, but all such owners shall be jointly and severally liable for the assessment upon their homesite. "Individual Assessments" under subparagraph D of Paragraph 1 above shall be assessed only against the homesite and its owner(s) and shall not constitute a basic assessment.

4. Budget of the HA. The HA shall from time to time establish a budget for its fiscal operating period for all assessments described in subparagraph 1.A above which it anticipates for the ensuing fiscal period and may at its option establish such a budget for assessments described in subparagraph 1.B and these shall be apportioned among the homesite parcels and shall be payable over the fiscal period for which they are established by the HA, in either monthly or quarterly payments as the HA shall provide. The funding of reserves for replacement or deferred maintenance shall be treated as a subparagraph 1.A item, but such reserves are nevertheless discretionary with the HA and such reserves need not be established. Any budget for special assessments for capital improvements shall nevertheless, if adopted, require the approval set forth in Paragraph 5 below as modified by Paragraph 11 below.

5. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by subparagraphs 1.A and 1.B above which are budgeted for as provided in Paragraph 4 above, the HA may levy a special assessment for capital improvement for the purpose of defraying in whole or in part the cost of any reconstruction or unexpected replacement of a described capital improvement on the Common Areas or for which the HA would otherwise then have the exclusive obligation for repair, replacement and maintenance as described in this Declaration, providing that any such assessment shall have the assent of not less than 3/4 of the votes of all Directors or by a vote of 2/3 of the Members voting in person or by proxy at a meeting of Members duly called for the purpose in accordance with the By-Laws at which a quorum is present, or the assent in writing of not less than 2/3 of the whole number of Members of the Association in the manner provided for in the By-Laws for the approval of actions or amendments by instrument in writing rather than at meetings. Similarly, the HA may levy a special assessment for capital improvements for any other purpose providing that the same is proposed by the Board of Directors and approved by a vote of 2/3 of the Members voting in person or by proxy at a

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meeting of Members duly called for the purpose in accordance with the By-Laws, at which a quorum is present, or the assent in writing of not less than 2/3 of the Members of the Association in the manner provided for in the By-Laws for approval of actions or amendments by instrument in writing rather than at a meeting. All special assessments for capital improvements shall be due and payable in accordance with the provisions of the resolution approving them or, if that resolution shall fail to provide when such special assessment for capital improvements is due and payable, the HA's Board of Directors may upon which regular assessments were based.

6. Extraordinary Special Assessments. In the event of unforeseen occurrences, emergencies or casualty loss endangering the PROPERTY or any part of it or improvements thereon or the health, welfare or safety of the Members and/or occupants of the PROPERTY, the nature and extent of which require remedial action to be undertaken by the HA, the HA may impose extraordinary special assessments to defray the costs thereof. The powers and authorities herein granted are in contemplation and recognition of the fact that provisions to respond to such unforeseen occurrences, emergencies or casualty loss may not have been anticipated or provided for in the budget of the HA upon which regular assessments were based.

7. Collection of Assessments, Interest. Regular assessments, which are the aggregate of the assessments defined in subparagraphs 1.A and 1.B above, established in accordance with the budget of the HA mentioned in Paragraph 4 hereof, shall be due and payable on the first day of each and every month, if the HA shall elect to collect its regular assessments monthly, or on the first day of each quarter, if the HA shall elect to collect its regular assessments quarterly, and shall become delinquent if not paid within ten (10) days of the due date. Alternatively, special assessments for capital improvements as defined in Paragraph 5 hereof shall become due and payable on the date established by the HA therefor and shall become delinquent if not paid within twenty (20) days thereafter. Extraordinary special assessments mentioned in Paragraph 6 above shall be due and payable on the date established therefor by the HA and shall become delinquent if not paid within fifteen (15) days thereafter. The HA may permit special assessments for capital improvements and/or extraordinary special assessments to be payable in installments and may extend the grace periods hereinabove set forth for all types of assessments. The HA may impose an interest and/or late charge upon any assessment or assessments or any installments thereof not paid upon the due date or prior to their becoming delinquent and such interest, if imposed, may, once the payment is delinquent, be computed from the due date of the payment. The interest charge and late charge imposed by the HA, if any, shall be established by resolution of the Board of Directors, shall not exceed the rates permitted by Law and shall be uniform in application. Should the HA employ the services of an attorney in respect of the collection of any delinquent assessment, then the HA may impose and add to the assessment due and delinquent the reasonable attorney's fees incurred by the Association in the collection and any and all court costs and expenses in the event a judicial proceeding of any kind is instituted.

8. Lien of the Association - Priorities and Subordinations.

A. Lien. The HA has a lien on each homesite parcel for any unpaid assessments due in respect thereof, with interest thereon, and for reasonable attorneys' fees and court costs and expenses, if any, incurred by the HA incident to the collection of assessments or enforcement of the lien. The lien shall be effective from and after the recording of a Claim of Lien among the Public Records of Broward County, Florida. The Claim of Lien shall contain the following information:

(a) The name of the record owner;

(b) The amount claimed to be due as of the date of execution of the Claim of Lien and the due dates of such amount or amounts;

(c) A description of the homesite parcel against which the Claim is imposed; and,

(d) If the Claim of Lien is for assessments which are periodic, such as regular assessments, or other assessments imposed in installments, then the Claim of Lien may prospectively include any and all installments or periodic payments of such assessments coming due subsequent to the date of the execution of the Claim of Lien and any interest which may become due thereon, until the Claim of Lien shall be discharged by satisfaction or other appropriate instrument of record, or by an appropriate order of court having jurisdiction. The Claim of Lien must be signed and acknowledged by an officer or agent of the HA.

Non-material variations or omissions from the Claim of Lien shall not invalidate its operation. The filing of a Claim of Lien shall not be a prerequisite for the HA's exercising any or all of its rights to collect unpaid assessments and the HA may enforce its lien rights and collect any and all assessments, court costs and attorneys' fees secured thereby by the filing of a proper and appropriate

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action in a court having jurisdiction. Upon payment of the Claim of Lien, the person making the payment is entitled to satisfaction or other discharge of the Lien.

B. Enforcement of the Lien. The HA may bring an action in its name to foreclose a lien for assessments in the manner of foreclosure of a mortgage of real property and may also bring an action to recover a money judgment for the unpaid assessments without waiving any Claim of Lien or lien rights.

C. HA may Purchase at Foreclosure Sale. The HA may purchase the Homesite parcel at the foreclosure sale and has the power to hold, lease, mortgage or convey the Homesite parcel.

D. Exoneration of First Mortgagees. When the mortgagee of a first mortgage of record or other purchaser of a homesite parcel obtains title to the homesite parcel as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of the assessments, whether such assessments shall be regular, special or extraordinary, imposed by the Association pertaining to the homesite parcel or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or the deed in lieu of foreclosure, unless the assessments imposed are secured by a Claim of Lien which is recorded prior to the recording of the foreclosed mortgage or the mortgage extinguished by the deed in lieu thereof. The unpaid share of such assessments not otherwise collected from the prior owner obligated therefor, shall become a regular expense and therefore a regular assessment under subparagraph 1.A above, collectible from all homesite parcel Owners, including such acquirer, his successors and assigns, and thereafter shall be assessed against all homesite parcel Owners as part of the regular assessments or otherwise as the HA shall determine, but in all events apportioned as a subparagraph 1.A assessment.

E. Estoppel Certificates to be Given by the Association. Any Owner shall have the right to acquire from the HA a certificate showing the amount of unpaid assessments against him with respect to his homesite parcel. The owner and holder of any mortgage or other lien of record on any homesite parcel shall have the same right as to the Parcel upon which he holds a lien.

9. Prohibition of Assessments of Unimproved Portions of the PROPERTY. No assessment shall be imposed upon Developer, Declarant or any other person for reason of the ownership of any portion of the PROPERTY unless improved by a completed home (or unit). Assessments shall be imposed only against the Owners of homesite parcels containing completed improvements consisting of a single family dwelling (including the Declarant and the Developer). Assessments against the Owner of a homesite parcel, other than Declarant or Developer, will first become due the first day of the month next succeeding total completion of construction of a residence upon the homesite parcel, as evidenced by the issuance of a Certificate of Occupancy or other lawful authority for the occupancy of the homesite parcel, but in no event shall an assessment become due in respect of a homesite parcel which is not declared part of the PROPERTY. Assessments against the Declarant or Developer as the Owner of a homesite parcel shall first become due the first day of the fourth month next succeeding completion of construction of a dwelling upon the homesite parcel, except that if such homesite parcel owned by Developer or Declarant is sooner occupied, the assessments will first become due the first day of the month next succeeding such occupancy.

10. Limitation of Special Assessments for Capital Improvements. The provisions of Paragraph 5 to the contrary notwithstanding, so long as the Declarant as Developer of QUATRAINE AT JACARANDA THREE - PHASE 1 or its designated successor as the developer of QUATRAINE AT JACARANDA THREE - PHASE 1, shall own more than one (1) homesite parcel in QUATRAINE AT JACARANDA THREE - PHASE 1, no special assessments for capital improvements imposed under the provisions of Paragraph 5 hereof shall be assessable against or binding upon the Declarant or its successor as developer without the written permission of the Declarant or that successor as developer. For the purpose of this Paragraph 10, no person shall be deemed to be a successor developer to the Declarant unless a specific document executed by Declarant identifying such successor as a successor or alternate developer to Declarant shall be placed among the Public Records of Broward County, Florida. No person shall be deemed to be a successor or alternate developer to Declarant for the purposes of this Paragraph 10 simply by virtue of having acquired title to one or more parcels of land, whether or not such parcels are improved. The provisions of this Paragraph 10 may not be amended without the written consent of the Declarant or a successor to the Declarant as developer, so long as the Declarant or any such successor developer shall own any homesite parcel in QUATRAINE AT JACARANDA THREE - PHASE 1.

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11. Limitations on Assessment During Period When Declarant Has Appointed or Elected a Majority of the Board of the HA.

A. Limitations on Increases in Regular Assessment. The Developer, in and about the sale of homesite Parcels in QUATRAINE AT JACARANDA THREE - PHASE 1, by separate instruments has promulgated budgets setting forth assessment levels for homesite Parcels and Members of the HA apportioned in accordance with this Declaration, which assessment levels are hereinafter referred to as "original assessments". The total amount set forth in those budgets and the assessments based thereon contemplated quantities of activity and availability of facilities in QUATRAINE AT JACARANDA THREE - PHASE 1 which from time to time may not yet have been achieved, for which reason the original assessment levels may be reduced by the Developer on a temporary basis to a level referred to as a "reduced assessment".

So long as a majority of the Board of Directors of the HA have been appointed or elected by Developer or Declarant, Developer agrees that the HA assessments, exclusive of special assessments for capital improvements, on individual Homesite Parcels and Members shall not be increased more than fifteen (15%) percent per annum compounded over the original assessment. The limitation herein intended shall in no event be based upon the reduced assessment levels described above. Once the Developer no longer controls the HA, the increase in annual assessments shall not exceed fifteen (15%) percent of the prior year's assessment, exclusive of special assessments for capital improvements, unless such increase is approved by a majority vote of the members present and voting at a meeting of members called at least in part to consider the budget, at which a quorum is present.

B. Restrictions on Special Assessments for capital Improvements. So long as Developer shall be in control of the HA and Members other than Developer shall have elected less than one-third (1/3) of the Directors of the HA, then no special assessment for capital improvements under Paragraph 5 above may be imposed by the Developer unless approved by a majority of the whole number of Members other than Developer.

So long as Developer shall control the HA, the approval of a special assessment by a 3/4 vote of the Directors shall be deemed the approval of the Declarant and Developer, as the case may be, as required under Paragraph 10, and thus such approval shall be binding upon Declarant and Developer in respect of Homesite Parcels owned by them.

X.

USE RESTRICTIONS

1. Use and Occupancy of Homesite Parcels. The Homesite Parcel may be used and occupied by the respective Owner thereof as a private single-family dwelling unit for themselves, their families and social guests and for no other purposes except where specific exemptions are made in this Declaration. The number of persons permanently residing in a Homesite Parcel shall be limited to two (2) persons per bedroom (as "bedrooms" are displayed in accordance with Developer's original plans).

2. Use of Common Areas. The Common Areas shall be used in the manner for which they are reasonably intended for the enjoyment of the Homesite Parcel Owners, their families and social guests and shall be subject to such reasonable regulation by rules and by-laws as may, in the opinion of the HA, achieve the maximum beneficial use thereof, which rules and by-laws may be promulgated by the HA from time to time.

3. Prohibition on Nuisances. No nuisance shall be allowed upon the PROPERTY, nor shall any practice be allowed which is an unreasonable source of annoyance to Owners and occupants of the Homesite Parcels or which will interfere with the peaceful possession and proper use of the PROPERTY by residents. Furthermore, no immoral, grossly improper, offensive or unlawful use shall be made of the PROPERTY nor of any of the improvements thereon.

4. No Signs. No "For Sale", "For Rent" or other sign shall be displayed by any Homesite Parcel Owner upon the Homesite Parcel or upon any of the PROPERTY, except in accordance with such rules and regulations permitting the same as may be promulgated from time to time by the HA.

5. No Commercial Vehicles, Trailers, Campers and Boats. The HA may restrict parking within the HA Property (QUATRAINE AT JACARANDA THREE - PHASE 1) to prohibit in whole or in part the parking of trailers, including boat trailers, recreation vehicles of any nature, campers, boats, and commercial vehicles, except that commercial vehicles shall be allowed upon the HA Property on a temporary basis incidental to the maintenance, repair, construction or improvement of any portion of QUATRAINE AT JACARANDA THREE - PHASE 1, and for the delivery of goods and services to the Owners and occupants of the HA Property, and except that panel and pickup trucks not exceeding 3/4 ton, vans and open passenger vehicles such as jeeps, which are primary transportation for the lawful occupant of a dwelling unit and not otherwise used for commercial purposes, shall not be prohibited.

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6. No Restriction Re Occupancy By Children. There shall be no prohibition, by rule, regulation or otherwise, against the permanent occupancy by children of any age in Homesite Parcels in this Village; however, the appropriate authorities, including the Developer and the HA, will have rule making powers over the use of the Common Areas. The Developer has reserved to itself and to the HA the authority to make such rules, regulations and restrictions as it deems necessary with regard to the use of the recreation facilities, including the right to make special rules regarding the use of the recreation facilities by persons under sixteen (16) years of age.

7. Pets. The Homesite Association, by its rules and regulations, may impose prohibitions on the keeping of pets in the Homesite Parcels. Such restrictions shall not, however, prohibit original owners of Homesite Parcels from bringing and keeping no more than two pets (cats or dogs) whose combined weight does not exceed seventy (70) pounds, or only one (1) pet in the event its weight exceeds seventy (70) pounds, upon the QUATRAINE AT JACARANDA THREE - PHASE 1 Property and within the owner's Homesite Parcel. Such pets shall nevertheless be subject to the reasonable rules and regulations promulgated by the HA applicable thereto. The HA shall have senior authority to control the keeping of pets within not only the Homesite Property, but elsewhere in QUATRAINE AT JACARANDA THREE - PHASE 1, except that the rules and regulations promulgated by the HA shall not prohibit original owners from bringing pets conforming to the requirements set forth above upon the Homesite Property and within the owner's Homesite Parcel. This Paragraph shall not be amended without the written consent of the Developer so long as Developer owns any unit in QUATRAINE AT JACARANDA THREE - PHASE 1 nor thereafter in any way which would cause those original owners who had brought pets meeting the requirements of this Paragraph upon the Homesite Property and in the Homesite units from keeping those pets. This Paragraph shall not be construed to authorize nor permit any pet to be kept within any Homesite parcel nor upon the Homesite Property which pet is or becomes a legal nuisance.

8. Fences. No fence, wall or other structure shall be erected upon any portion of the PROPERTY, except as originally installed by Developer, if any, and except any approved by the Architectural Control Committee in accordance with Article V of this Declaration of Covenants and Restrictions, and in accordance with applicable laws, rules, ordinances and regulations of the City of Plantation.

9. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any portion of the PROPERTY except in areas provided by the Developer or approved by the Homeowners' Association and in accordance with the requirements of Broward County for disposal or collection by the Broward County Waste Division. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. In the event garbage and waste collection shall be discharged by contract with a private company, the prohibitions herein contained shall be reasonably modified to meet the reasonable requirements of that company.

10. Drying Areas. No clothing, laundry or wash shall be aired or dried on any unenclosed portion of the PROPERTY in an area exposed to view from any other portion of the PROPERTY.

11. Antennae. No television or radio antennae or towers of any nature shall be erected on any portion of the PROPERTY or on the exterior of any Homesite Parcel except master antennae systems approved by the HA, the Architectural Control Committee of the HA, or the Developer, may be installed and maintained.

12. Prohibition Against Reflective Materials. No reflective materials visible from the exterior of the Buildings shall be affixed to any window, glass door or any part of a Homesite Parcel or Building except in accordance with rules, regulations and provisions permitting the same promulgated by the HA which shall have reasonable uniform application throughout the PROPERTY. The HA may permit, in the exercise of its discretion, the installation of certain light-screening, energy-saving materials upon windows and glass doors in the interest of energy conservation, under such criteria and uniform rules and regulations as it shall promulgate. If the Owner of a Homesite Parcel shall have installed permitted materials in windows and/or glass doors in accordance with the rules and regulations promulgated by the HA, then changes in those rules and regulations shall not affect that installation and the Homesite Parcel Owner shall not be required to remove such installation.

13. Furnishings and Finishings of Balconies, Terraces and Porches. Balconies, terraces and porches, if any, shall not be used for the storage or placement of equipments such as freezers, refrigerators, etc., nor for other purposes which are generally unsightly in the reasonable opinion of the Architectural Control Committee. This covenant is placed here to preserve the exterior appearance and aesthetics and shall be so construed.

14. Miscellaneous - Rules and Regulations. The HA may adopt or modify and amend from time to time reasonable Rules and Regulations not inconsistent with this Declaration governing the use and occupancy of the PROPERTY and in particular the Common Areas.

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15. Master Association. All of QUATRAINE AT JACARANDA THREE - PHASE 1, including the Property, is subject to the Declaration of Covenants and Restrictions of the MASTER DECLARATION for CENTRAL PARK NORTH AT JACARANDA, recorded under Clerk's File No. 87112493, among the Public Records of Broward County, Florida. This provision shall not be deemed to impose or reimpose those covenants and restrictions.

16. Garage Modification Limitations. The garage doors provided by the Developer in the homes constructed upon the Homesite Parcels may not be removed, modified or in anyway altered without the consent of the Developer so long as the Developer, or any successor Developer, shall own any Homesite Parcel or undeveloped land within the real property described in Exhibit "A" and the consent of the Architectural Control Committee. In the event the Homesite Parcel Owner shall decide to convert the interior of the garage to provide for different usages than as a garage, then such Homesite Owner shall nevertheless be required to leave a storage space behind the garage door and within the garage. The size of that storage space (the number of feet behind the garage door which must be left for storage purposes) shall be determined by the Architectural Control Committee and must at all times conform to the zoning laws, rules and ordinances applicable thereto. The garage door shall at all times remain operable and shall never be sealed shut nor shall the exterior appearance and elevation of the garage and garage door be modified, except as permitted by the Developer or any successor Developer so long as Developer or successor Developer shall own any Homesite Parcels or any portion of the real property described in Exhibit "A". The restrictions herein contained do not apply to painting of the garage door, the color of which shall nevertheless be subject to the controls and approval of the Architectural Control Committee as elsewhere provided.

17. Mandatory Garage Door Closing. Garage doors shall remain closed except when the area behind them is actually in current use.

18. Restrictions on Transient Rentals. The Association may by rule or regulation restrict renting of any and all homesite parcels and the improvements thereon on a transient basis, but shall not have the authority nor power to restrict non-transient rentals. For the purpose of this provision, a transient rental is any rental for a period of less than sixty continuous days, or two consecutive calendar months, whichever shall be the shorter period. The Association may by rule or regulation require that the owner of each homesite parcel notify the Association of the name(s) of any persons who may be occupying the homesite parcel and the improvements thereon in the absence of the owner, and the duration (term) of such occupancy. The Association may require that it be also notified of a mailing address for such other occupier separate and distinct from the address of the homesite parcel, which address may be if the homesite parcel is not the permanent address of the occupant, the occupant's permanent address, or otherwise the occupant's business address. If there is no business address, then the Association may require as an alternative the name and address of a person not in residence at that homesite parcel who may be contacted in an emergency. The membership at any meeting of members called at least in part for the purpose made at which a quorum is present, by motion duly passed, impose, modify and amend any restrictions and requirements set forth in this Paragraph 18 and any restriction, requirement, modification or amendment thereto imposed by the membership at such a meeting, shall not be modified in any inconsistent way by the Board of Directors for a period of one (1) year from the date of the enactment of said provision. By way of example and not of limitation, if the members shall by resolution prohibit any restrictions on rentals of any nature whatsoever which are for a period of thirty or more days, that the Board of Directors may not impose a restriction on rentals in excess of thirty days, but may impose restrictions upon rentals of less than thirty days.

XI.

PARKING

All vehicle parking areas for a Homesite Parcel owner are located upon the homesite parcel. If parking spaces are provided within the common areas, their use shall be subject to reasonable rules and regulations respecting them established by the HA and otherwise they shall be for guest parking. The HA has primary and senior authority over parking in common areas. Parking on the private roadway will also be subject to reasonable rules and regulations promulgated by the HA and may be prohibited if not inconsistent with HA rules and regulations or this Declaration. The Developer may establish initial rules and regulations and prohibitions respecting parking. The parking of certain types of vehicles within the PROPERTY may further be controlled under the provisions of Paragraph 5 of Article X above.

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XII.

AMENDMENTS

A. General. Except as elsewhere provided in this Declaration, this Declaration and its provisions may be amended from time to time by resolution adopted by the Board of Directors of the HA and approved at any regular or special meeting of the Members at which a quorum is present by a vote of not less than 2/3 of the Members present and voting, or by instruments in writing executed by not less than 2/3 of the whole number of Members. Such amendment when approved and adopted shall be recorded among the Public Records of Broward County, Florida.

B. Limitation on Amendment. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration which require to be effective, operational or to be enacted, or for action to be taken thereunder, a vote of Members greater than that required in Paragraph A above, shall be amended, modified, changed or deleted by any amendments to this Declaration insofar as it appertains to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the Members of not less than that required by specific provision of this Declaration to effect such specific provision or provisions. Furthermore, no amendment or change to this Declaration or any of its provisions shall modify, amend, delete or change the rights, duties, obligations or specific authorities or powers of Declarant, Developer or any named successor or alternates thereto, without the written consent of the Declarant or the Developer in the case that the rights, duties, obligations, special authorities or powers are exclusively those of the Declarant or the Developer. In all events no amendment or change in this Declaration or to any of the provisions hereof shall be effective without the consent and approval of the Declarant in writing if at the time of the adoption of such amendment the Declarant shall own any lands within QUATRAINE AT JACARANDA THREE - PHASE I as yet undeveloped but which are then planned to be developed by Declarant, Developer or a successor thereto, or at any time at which Declarant or Developer shall own any Homesite Parcel within the PROPERTY which is being offered for sale in the ordinary course of business.

C. Rights of Declarant to Amend. The Declarant may amend this Declaration and its provisions from time to time with the consent of the Board of Directors of the HA, by resolution of not less than a majority of its Directors, whether or not at the time the Declarant shall have the right to or shall have appointed or elected the majority of the Directors of the HA. No amendment adopted pursuant to the provisions of this Paragraph C shall be effective to change the proportion of assessment applicable to the various Homesite Parcels without the consent in writing of the Owners of the Homesite Parcels to which the changes are applicable, to modify any restriction or limitations upon Declarant herein contained respecting levels of assessment, expenditures and the authorization of expenditures and budgets of the HA, impose any lien or liens other than those specifically provided for herein, upon any portion of the PROPERTY, to impose any disproportionate financial burden upon the Owner of any Homesite Parcel within the PROPERTY except in strict accordance with the provisions hereof, nor to disenfranchise any Homesite Parcel Owner.

D. Limitations on Amendments in Favor of Mortgagees. No amendment or change to this Declaration or any of its provisions shall be effective to impair the validity or priority of any mortgage encumbering a Homesite Parcel within the PROPERTY or any other mortgage upon the PROPERTY or any portion of it without the written consent thereto by the mortgagees affected thereby. The provisions of this Paragraph D may not be amended nor modified.

XIII.

EASEMENTS FOR ENCROACHMENT AND SPECIAL USAGES

A. Special Encroachment Easements and Usages.

1. All Homesite Parcels and the Common Areas shall be and are individually and collectively subject to easements for encroachments which now or hereafter exist or come into being caused by settlement or movement of Homesite structures or other improvements upon the property constituting part of the Homesites, or caused by minor inaccuracies in construction or reconstruction of the Homesites or the Homesites structures or other improvements upon the Homesite Parcels, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachment exists. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand. Nothing in this Paragraph shall be deemed to grant or permit authority to any Homesite Parcel Owner to add to or modify his Homesite in such a manner as to create an encroachment where none before existed, but the easement and right of encroachment herein contained shall apply only to construction as originally created and completed or to reconstruction ocasioned by casualty loss or damage to the Homesite structures. Upon such reconstruction or rebuilding, the plans, specifications and execution thereof shall not require any such encroachments except to the extent previously existing prior to the casualty loss or damage.

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2. All Homesite Parcels and the Common Areas shall be and are individually and collectively subject to easements for encroachments for conditions created at the time of the initial construction of the Homesites permitting entrance features, planters, landscape features, and like installations and improvements, which are intended to be Common Areas to encroach upon Homesite Parcels. Furthermore, all Homesite Parcels and the Common Areas shall be and are individually and collectively subject to easements for encroachments for conditions created at the time of the initial construction of the Homesite Parcel permitting overhangs (roof, balconies, etc.) electric meters (cans), other utility meters, their containers (boxes), and utility valves, switches and distribution boxes, sidewalks and driveways, and the like, to encroach upon abutting property not within the Homesite Parcel for which the features are constructed. Such easements and encroachments do not and shall not unreasonably interfere with access to the Homesite Parcel upon which the encroachment exists. The aforementioned encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist and thereafter, if within one (1) year of the removal of the planter or landscape feature constituting the encroachment the same shall be rebuilt or reinstalled and such rebuilding or reinstalling has been substantially completed prior to the expiration of that one (1) year period, or in the case of an overhang, it is replaced or reconstructed within a two (2) year period of its removal by casualty loss or otherwise. A valid easement for the maintenance of such encroachments is hereby created so long as such encroachments stand.

3. All Homesite Parcels and the Common Areas shall be and are individually and collectively subject to easements to permit the following:

a. The run-off of rain and storm waters from the roofs of improvements upon abutting Homesite Parcels;

b. The encroachment by the exhaust from electric clothes dryers or simular equipment used by an abutting Homesite Parcel Owner or occupant when the vent therefore is installed in a wall of the improvement next abutting the Homesite Parcel boundary at such proximity that the valve or flap covering such vent extends into the abutting homesite parcel or that the exhaust blows into the abutting homesite parcel;

c. To permit a hot water heater drain (safety valve exhaust drain) and Air conditioning condensate drains to traverse the Homesite Parcel property line, and to discharge water upon the abutting Homesite Parcel. In this regard Homesite Parcel Owners are charged with the knowledge that such hot water heater drains are safety and emergency precautions and that the discharge therefrom may in emergency conditions be very hot water. The Homesite Parcel Owners whose property is charged with this easement shall not make any installation nor maintain any usage at the point of such easement right or proximate thereto which would endanger property or persons, nor block the free flow of discharged waters upon the easement way; and

d. To permit the natural flow of rain and storm waters across Homesite Parcels.

e. The reading, repair, maintenance and replacement of utility meters, utility lines and installations and the delivery of utility services.

The easements herein created will be used in a reasonable manner the particular circumstances involved being taken into consideration. In particular a circumstance which shall be taken into consideration in analyzing the use of any such easement shall be the fact that throughout the property, in certain Homesite Parcels, a perimeter wall of the home or structure upon the homesite parcel lies upon or with close proximity to the Homesite Parcel line and that such use is permitted, may be retained, and is agreed by all persons taking a deed to a Homesite Parcel to be a reasonable, esthetic and proper usage. Easement ways herein created in this subparagraph A (3) shall not be deemed to require nor permit access to the interior of any home built upon a Homesite Parcel for the purposes of exercising the easements rights herein above set forth declared and reserved. They may nevertheless be exercised and enjoyed within any fenced in area.

4. All Homesite Parcels and the Common Areas shall be and are individually and collectively subject to easements permitting the HA and the Owners of a Homesite Parcel (the "benefited homesite"), its lawful occupants, their designees, servants, employees, contractors and agents to come upon grounds and lands of abutting Homesite Parcels ("the easement way homesites") for the following purposes:

a. To permit the painting, repair, inspection, reading of utility meters and mechanical work upon any improvements upon the benefited homesite;

b. In and about the repair of the roof of the benefited homesite;

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c. In and about the servicing and replacement of air conditioning equipment which services the benefited homesite;

d. To permit access to the benefited homesite's grounds and to permit the landscape maintenance and grounds maintenance of the benefited homesite.

e. To permit automobiles upon or using the driveway in Homesite Parcels 168 (805) and 170 (801) to cross over and upon the driveway of Homesite Parcels 169 (803) and to permit automobiles upon or using the driveways in Homesite Parcel 5 (808) to cross over and upon the driveway of Homesite Parcel 6 (810), respectively, when reasonably necessary to gain access to and from the Ingress and Egress Easements (private road system) in QUATRAINE AT JACARANDA (including but not limited to QUATRAINE AT JACARANDA THREE - PHASE 1). The owners of Homesite Parcels 58 and 61 shall not modify their driveways in any way to interfere with the use of easement rights herein created.

The use and exercise of the rights and easements ways created in this subparagraph A (4) shall be in a lawful manner and without damage or distruction to the easement way homesites, and are non-exclusive easements.

5. All Homesite Parcels shall be and are individually and collectively subject to an easement to permit the HA, its servants, employees, contractors and agents, to come across the property in a lawful and peaceable manner, to respond to an emergency situation, imminently threatening persons or property, and to take such steps as it deems appropriate to try to abate the condition and threat, to perform and discharge its duties and obligation respecting landscape maintenance, repair and replacement, to perform and discharge its duties and obligation with respect to exterior maintenance and painting and the otherwise in the exercise of its powers and duties.

6. The Common Areas and all Homesite Parcels shall be and are individually and collectively subject to easements along the rear property lines and side yard lines, and for reasonable distance therefrom of each Homesite Parcel, and not within (under or interefering with) a structure (home), for the installation and the maintenance of utility lines which may serve more than the one Homesite Parcel and other lands, and for the installation and maintenance of storm water drainage features, including but not limited to simple contouring, drainage pipes, drains, culverts and the like, it being understood that nothing in this provision shall be deemed to impose an obligation upon Declarant, Developer or the HA to make any installation or provision for such drainage. Nothing in this sub-paragraph 6 shall be deemed to permit the installation of any utility lines or drainage pipes, drains or culverts which are substantially inconsistent with the then existing improvements upon the Homesite Parcel. Homesite Parcels and the Common Areas are also subject to the easements for utility lines and the maintenance thereof shown on the drawings attached hereto as Exhibits, as those drawings are supplemented and amended from time to time in accordance with this Declaration.

The plat of JACARANDA PARCEL 216 (appearing in Plat Book 130 at Page 7, among the Public Records of Broward County, Florida) and the Boundary Survey attached to this Declaration reflect additional easements which traverse various homesite parcels and which are not necessarily otherwise reflected to nor identified elsewhere in this Declaration. For example, there is a triangular canal access easement on the south side of Homesite Parcels 106 (817) and 107 (813) created by and/or reflected in instruments of record and in particular the document appearing in Official Records Book 13470 at Page 554, among the Public Records of Broward County, Florida. This statement is for informational purposes and is not intended to create nor limit any easement heretofore or hereafter created whether or not created in this Declaration.

7. The easements identified in this Article XIII are declared, created and reserved as perpetual easements for the uses and benefits herein described, and shall also constitute covenants which run with the land, and which may be modified and amended by amendments to this Declaration, subject nevertheless to the restrictions and limitation on such modifications and amendments herein after set forth. The encroachments provided for herein and the easements created permitting them shall not unreasonably interfere with the use and occupancy of the Homesite Parcel upon which the encroachment exists by the Homesite Parcel Owner and occupants thereof.

8. <u>Developer's Right to Create Easements Enlarging Fenced-In Homesite Yards.</u> Developer shall have the right to create an easement upon the Common Areas next abutting a Homesite Parcel for the exclusive use and benefit of the Owner of the Homesite Parcel involved. The easement shall be created by the Developer enclosing with fencing a portion of the Common Areas next abutting the Homesite Parcel, thereby expanding the size of the enclosed yard (fenced-in yard) of a Homesite Parcel beyond the Homesite Parcels boundaries. The mere act of Developer's constructing the fencing enclosing such

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yard shall create the easement and no separate document need be executed or recorded. The encroachment and the easement for the exclusive use thereof shall continue in favor of the Homesite Parcel Owner as a valid easement so long as such encroachment exists and thereafter if within one (1) year of the removal or destruction of the fence which encroaches the same shall be rebuilt or reinstalled and such rebuilding or reinstallation has been substantially completed prior to the expiration of that one (1) year. A valid easement for the maintenance of each such encroachment is hereby created which maintenance easement shall exist so long as such encroachment stands. Nothing herein shall be deemed to permit any person other than the Developer to create the encroachments or the easements therefor herein provided. Nothing herein nor the existence of the fence as an encroachment shall modify or change the maintenance obligations in respect of the fence which obligation shall be the same as if the fence were on the property line of the Homesite Parcel. Similarly, the Homesite Parcel Owner having the easements herein provided for upon a portion of the Common Areas shall have the maintenance obligation respecting the yard area within the easement area enclosed by the Homesite Parcel fence to the same extent as if the easement area were a portion of the Homesite Parcel and enclosed by the fence. The yard areas upon which the easements are created hereunder and which are enclosed by the fences shall not be improved by the erection thereon of any structure or improvement other than the fence without the written permission of the Developer or the HA. So much of the Common Areas as are subject to the easement herein created and enclosed by a Homesite Parcel fence shall be deemed for the exclusive use and occupancy of that Homesite Parcel Owner and occupants to the exclusion of all other persons, so long as the easement exists.

C. Special Definition of Common Areas. For the purpose of this Article XIII the term "COMMON AREAS", "Common Areas" and "common areas" shall all be deemed to refer both to the common areas as defined in Paragraph 2 of Article I of the Declaration of Restrictions (for QUATRAINE AT JACARANDA HOMEOWNERS' ASSOCIATION) as well as the Common Areas referred to in Paragraph 2 of Article I of this Declaration, such that the easements for encroachments and special usages herein contained and similarly contained in the Declaration of Restrictions (for the QUATRAINE AT JACARANDA HOMEOWNERS' ASSOCIATION) shall be extant no matter which Association's Common Areas are involved and whether or not the HA shall be "operative" with respect to any common areas.

D. Amendment. The provisions of this Article XIII shall not be amended in any manner to vacate, reduce or terminate any of the easements created hereunder without the written consent of the owners and mortgagees of any Homesite Parcel benefitted by such easements and without the written consent of the Developer so long as the Developer or any specifically named designee or designees of the Developer shall own land which is under development or planned for development in the real estate development containing QUATRAINE AT JACARANDA THREE - PHASE 1 which development is commonly known as QUATRAINE AT JACARANDA NORTH as defined in the Declaration of Restrictive Covenants of the HA, but the approval of Developer as Developer shall not be required subsequent to December 31, 1995 in any event.

XIV.

MISCELLANEOUS

1. Authority to Make Rules and Regulations. The HA shall have the authority to make reasonable regulations respecting the use of the Common Areas and other matters which are under its cognizance in accordance with this Declaration. Whenever the approval of the HA is required for an action to be taken by a Homesite Parcel owner or respecting decoration or utilization of the PROPERTY in which the HA is granted some supervisory control, the actions and decisions of the HA shall be required to be reasonable.

2. First Mortgages. Where a first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration be deemed a first mortgage and the holder thereof shall be deemed a first mortgagee.

3. Alternative Products. Developer reserves the right to improve Homesite parcels by products other than the single family detached homes and such alternative products may include but are not limited to attached homes, townhomes or condominium apartment buildings, or any of which may be constructed upon one or more contiguous Homesite parcels. In all events, each and every single family detached home and condominium unit shall individually constitute one (1) Homesite Parcel for the purpose of assessments and voting rights and one (1) Homesite Parcel under Paragraph 9 of Article I and for all other purposes under this Declaration, it being the intention of the Declarant that each separate single family dwelling, whether in townhouse form, condominium unit form, or other form, shall be treated as one Homesite Parcel, regardless of the number of parcels aggregated to constitute the site of that single family dwelling or condominium apartment building.

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4. Security. The HA may undertake security for the entire PROPERTY with the consent of 2/3 of the Members obtained at a meeting of Members called at least in part for the purpose and with the consent of the HA which may not be unreasonably withheld but which consent may be reasonably conditioned if security for all of QUATRAINE AT JACARANDA NORTH is being provided under other auspices. So long as Declarant or Developer shall have any unsold dwelling units in QUATRAINE AT JACARANDA THREE - PHASE 1 or any portion of QUATRAINE AT JACARANDA THREE - PHASE 1 is not improved, then no security shall be undertaken by the HA without the Declarant's written approval. At its option the HA in providing security may maintain and operate any guardhouses, kiosks and electronic or electo-mechanical gates and other instrumentalities designed or located to control traffic and/or security within QUATRAINE AT JACARANDA THREE - PHASE 1 for the benefit of significant portions of the PROPERTY not maintained or operated by the public authorities, whether or not such installation shall be within the property of in QUATRAINE AT JACARANDA THREE - PHASE 1. The HA shall have no obligation to provide such security but may do so in the exercise of its discretion. Security may include but is not limited to the providing of in-place guards, roving guards or security personnel, electronic or electro-mechanical instrumentation (gates, etc.) and the like.

5. Cable T.V. - Utility. For the purpose of this Declaration, Cable T.V. services shall be considered utility services and the cable T.V. provider a utility. This Paragraph shall not however be deemed to grant any cable T.V. company any rights or privileges of any nature whatsoever which they would not have except for the inclusion of this Paragraph. If, however, a cable T.V. company (provider of cable T.V. services) is permitted on the PROPERTY by an agreement with the developer or with the HA, then such cable T.V. company shall have such easement and usage rights as are granted to other utility companies in this Declaration, except that no installation may be made by a cable T.V. company on the exterior of any building or site except in accordance with the reasonable requirements of the Architectural Control Committee in the interest of esthetics.

6. Rear and Side Yard Utility Easements. Easements for the installation, operation and maintenance of utility lines exist along the side and rear property lines of each Homesite Parcel, within an area measured on perpendiculars from those lines approximately four (4') feet into each Homesite Parcel. However this easement may extend beyond that area, to wit: more than four (4') feet into the Homesite Parcel to accomodate the original installation of the utility lines at the time of the construction of the Development known as QUATRAINE AT JACARANDA THREE - PHASE 1. These easement ways may be reflected on drawings attached as Exhibits to this Declaration and the Supplements and Amendments to those drawings made in accordance with this Declaration, but need not be so reflected to be effective.

7. Requirements to Conform to Applicable Building and Zoning Laws, Rules, Ordinances and Regulations. Nothing in this Declaration, nor in the ByLaws or Charter of the Homeowners' Association shall be deemed to authorize any modification, amendment or change in the Homeowners' Association Property, the Improvements thereon, the boundaries of units, the common elements, or any improvements upon the Homeowners' Association Property, whether or not such changes shall constitute additions to the improvements, except in strict compliance with applicable laws, rules, ordinances and regulations of the governmental authorities having jurisdiction thereof, and without limiting the generality of the foregoing, compliance with the zoning and building laws, rules, ordinances and regulations of the City of Plantation. Any modification to any improvement upon the Homeowners' Association Property, or any additions to the improvements within the Homeowners' Association Property, may only be made in strict compliance with such zoning laws, ordinances, rules and regulations, and lawfully authorized variances thereto, and where required by law, the issuance of appropriate building permits. Nothing in this Paragraph shall prohibit nor restrict the additions of real property to the Existing Property in accordance with Paragraph 2 of Article II hereof.

8. Authority for the City of Plantation to Enforce Certain Obligations of Maintenance. Should the Homeowners' Association fail to adequately maintain: the landscaping installed by the Developer pursuant to the requirements imposed by the City Council of the City of Plantation as a condition to the approvals for the construction and improvements of the Property; or the easement ways of ingress and egress (the private roads) described in this Declaration or otherwise owned by the Homeowners' Association and constituing private roadways within the purview of Paragraph 1 entitled "Private Roadway" in Article VI hereof; then after thirty (30) days notice to do so by the City of Plantation, the City of Plantation shall have and is hereby given the right and authority to enforce the obligations of the Association for such maintenance as required by Paragraphs 1 and 4 of Article VIII hereof, and the power of the City of Plantation shall extend to and include the right under judicial supervision to reach and apply powers of the Association to make assessments for the purpose of receiving funds necessary to defray the costs of such maintenance, and to otherwise exercise the powers of the Association to collect such assessments against Members.

9. Restrictions on Amendment. The provisions of these Paragraphs 7, 8 and 9 hereof and the provisions of Paragraph 5 entitled "Easement to Public Authorities" of Article VII hereof shall not be amended without the consent of the City of Plantation as evidenced by the signature of a duly authorized officer of the City of Plantation or the signature of the City Attorney or of an Assistant City Attorney.

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10. Master Television Antenna and Cable Television. The Association, by action of its Board of Directors, is authorized to enter into agreements to provide or allow master television service, whether or not in association with cable television service, to be given to the owners or occupants of improvements to real property in the PROPERTY and/or in the vicinity of the PROPERTY, upon such terms and conditions as the Board of Directors shall approve, including but not limited to the authority of the Association to enter into a master television service contract in which the cost may be treated as an assessable expense in which case it will be apportioned equally among the residences as if an assessment under subparagraph 1.B of Article IX. This authority is granted in realization of the fact that a master television antenna may be able to serve the residence owners as well as persons residing on other improved property in the vicinity of the PROPERTY on a more economical basis. This authority shall be liberally construed to allow the placement of cables, equipment and all necessary and adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the PROPERTY as the Board shall approve to effectuate the intentions of this Paragraph. Residence owners shall have the right to have cable television services extended and provided within their residences without action of the Board of Directors and such services may be brought to the residence owners requiring or desiring such service over the common areas of the PROPERTY as other utility services may be extended to the residences, providing that such installation shall not be unsightly and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common areas by the persons entitled to use them. Nothing in this Paragraph shall be construed to impose upon the Developer or any other person, either real or corporate, the obligation to provide or install either a master television antenna or cable television facilities in this development, nor to prohibit such installation when the approvals herein required are given. Television lines (cable and/or otherwise) within the PROPERTY shall be deemed "utility lines" and the purveyors of television services utilizing those lines shall be deemed "utilities". The HA may grant reasonable easements to provide further extensions of the television services (cable and/or otherwise) hereunder. Easements granted to provide for these services shall be required when granted to be consistent with the then existing improvements within the PROPERTY. The authority granted to any association other than the HA to enter into similar agreements with providers of television services (cable and/or otherwise), shall be subject to the authority granted the HA herein and if the HA has entered into any such agreement, then at the option of the HA, the terms of that agreement shall be preemptive, and no association may enter into any agreement inconsistent therewith without approval of the HA. The requirements of Paragraph 7 above shall apply to the installation of Satellite Dish Antenna.

11. Senior Association. If the Public Authorities require it, the Developer may create a homeowners' association to discharge some or all of the maintenance and operational obligations of both the HA and of the homeowners' association of Quatraine at Jacaranda Four, which senior association's declaration will be senior in operation and priority to this Declaration and to the declaration of covenants and restrictions of the Quatraine at Jacaranda Four homeowners' association. The covenants and restrictions for that senior association and its other organizational documents in providing for such maintenance and operation shall fairly and equitably provide for assessments of homesite parcel owners in both developments and shall otherwise fairly parallel the provisions of this Declaration and of the declaration of covenants and restrictions for the Quatraine at Jacaranda Four respecting such maintenance and operation. The declaration of covenants and restrictions for the senior association shall be senior in dignity and operation to this Declaration and to the declaration of covenants and restrictions for Quatraine at Jacaranda Four homeowners' association when so declared by Declarant herein.

12. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, QUATRAINE AT JACARANDA III, A JOINT VENTURE, by and through QUATRAINE CONSTRUCTION CORPORATION, INC., its Managing Venturer, has caused the execution of this DECLARATION OF COVENANTS AND RESTRICTIONS, and its corporate seal to be affixed hereto, this 3th day of January, 19 83.

QUATRAINE AT JACARANDA III, A JOINT VENTURE,

BY: QUATRAINE CONSTRUCTION CORPORATION, INC.
MANAGING VENTURER

BY: [signature]
Vice Pres.

(Corporate Seal)

Attest: [signature]
Asst. Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, a Notary Public in and for the County and State aforesaid, duly authorized to take acknowledgements, personally appeared

George McArdle, Vice President & Ivonne Lorie, Asst Secretary

of QUATRAINE CONSTRUCTION CORPORATION, INC., the Managing Venturer of QUATRAINE AT JACARANDA III, A JOINT VENTURE, to me well known and they acknowledged before me that they executed, sealed and delivered the foregoing DECLARATION OF COVENANTS AND RESTRICTIONS for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 3th of January, 1983.

[signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA

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EXHIBIT A

TO DECLARATION OF COVENANTS AND RESTRICTIONS
QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION

The real property which may become subject to this Declaration and which is commonly known as **"QUATRAINE AT JACARANDA THREE - PHASE 1"** which parcel is more particularly described on the legal description attached hereto and made a part hereof, entitled **"LAND DESCRIPTION QUATRAINE AT JACARANDA III (THREE)"**, and reflected on the attached boundary survey, entitled **"BOUNDARY"** and **"QUATRAINE AT JACARANDA III (THREE)"**.

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LAND DESCRIPTION

QUATRAINE AT JACARANDA, III

All of Tract 216, JACARANDA PARCEL 216, according to the plat thereof as recorded in Plat Book 130, Page 7 of the Public Records of Broward County, Florida.

Said lands lying in the City of Plantation, Broward County, Florida.

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Land Description Prepared By
CRAIG A. SMITH & ASSOCIATES
Consulting Engineers & Surveyors
1000 West McNab Road
Pompano Beach, Florida 33069
Project No: 86-0688
Checked By: GJC
December 17, 1987
Q4/58

SHEET OF SHEETs

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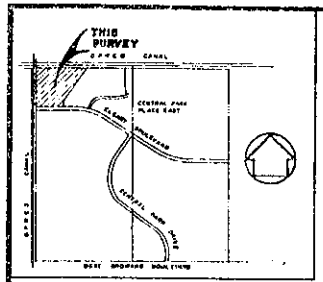
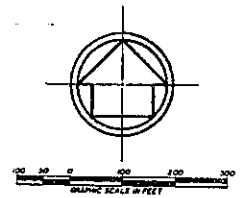
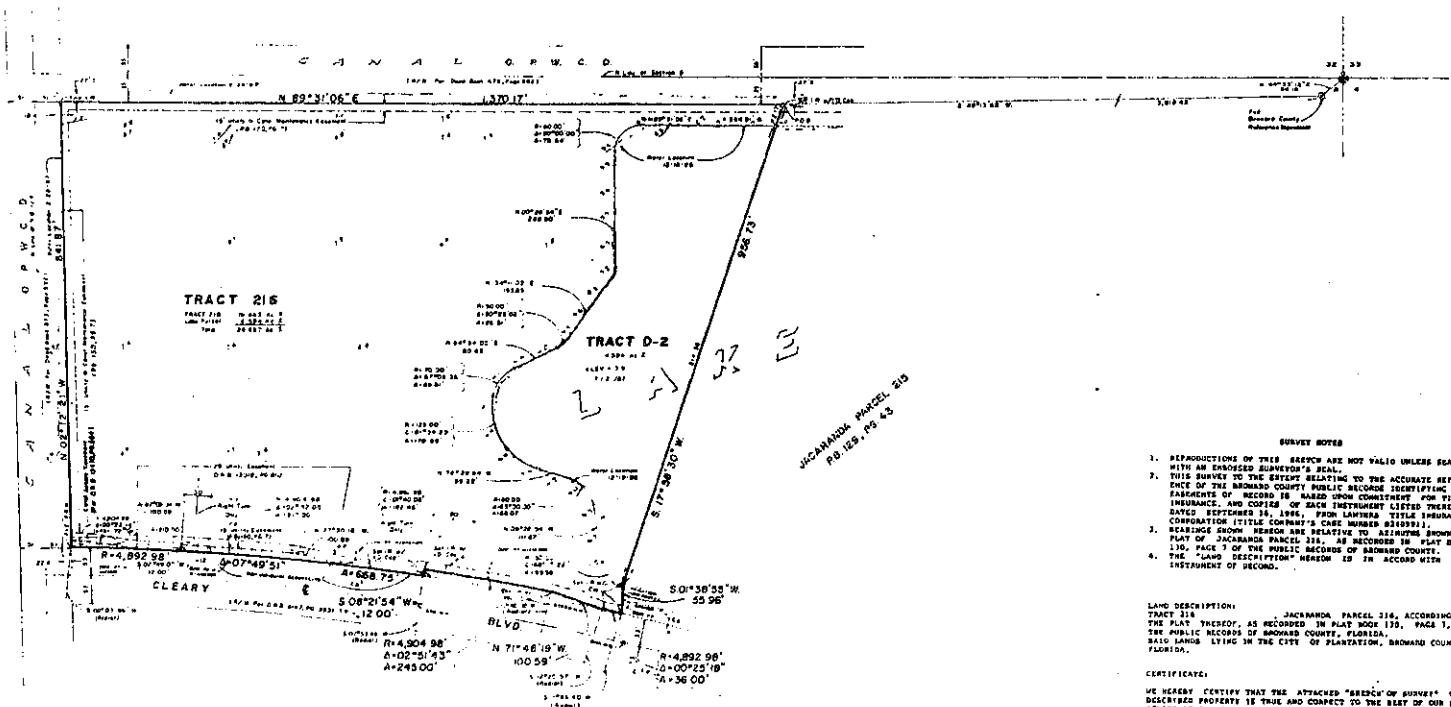


LOCATION MAP





A-3

SURVEY NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. THIS SURVEY TO THE EXTENT RELATING TO THE ACCURATE REFERENCE OF THE BROWARD COUNTY PUBLIC RECORDS IDENTIFYING ALL EASEMENTS OF RECORD IS MADE UPON COMMITMENT FOR TITLE INSURANCE, AND COPIES OF EACH INSTRUMENT CITED THEREIN, DATED SEPTEMBER 16, 1986, FROM LAWYERS TITLE INSURANCE CORPORATION (TITLE COMPANY'S CASE NUMBER 8360991).
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AZIMUTHS SHOWN ON PLAT OF JACARANDA PARCEL 216, AS RECORDED IN PLAT BOOK 130, PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY.
4. THE "LAND DESCRIPTION" HEREON IS IN ACCORD WITH THE INSTRUMENT OF RECORD.

LAND DESCRIPTION:
TRACT 216, JACARANDA PARCEL 216, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS LYING IN THE CITY OF PLANTATION, BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF SURVEY" OF THE HEREDESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER OUR DIRECTION IN MARCH 1987. AND THAT THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, INGRESS OR EGRESS, OR ANY OTHER PURPOSE EXCEPT AS SHOWN ON THE SURVEY. WE FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 21HH-6 OF THE FLORIDA ADMINISTRATIVE CODE. THERE ARE NO APPARENT GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:
MICHAEL D. KLEE
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3998

CERTIFIED TO: BARNETT BANK OF SOUTH FLORIDA, N.A.
LAWYERS TITLE INSURANCE CORPORATION

PREPARED FOR:						
		CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST MCNAB ROAD POMPANO BEACH, FLORIDA 33069	JACARANDA PARCEL 216	QUATRAINE AT JACARANDA III	SCALE	PROJECT NUMBER 86-0688

EXHIBIT B

TO DECLARATION OF COVENANTS AND RESTRICTIONS
QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION

THE EXISTING PROPERTY

The Existing Property consists of the parcel of real property more particularly described on the legal description attached hereto and made a part hereof, entitled **"LAND DESCRIPTION QUATRAINE AT JACARANDA III"** (and reflected on the attached drawing entitled **"LOCATION MAP"**), which includes a parcel of real property identified as **"QUATRAINE AT JACARANDA III, INGRESS, EGRESS AND UTILITY EASEMENT"** and four parcels identified as **"RECREATION AREAS 1, 2, 3 and 4"**, which although included in the Land Description of QUATRAINE AT JACARANDA III are also shown here for ease of reference. In each case the legal description precedes the drawing to which it is applicable. On the drawing applicable to the legal description of the parcel described therein its border is darkened or crosshatched for ease of reference.

BK15120PG027

LAND DESCRIPTION

QUATRAINE AT JACARANDA, III

All of Tract 216, JACARANDA PARCEL 216, according to the plat thereof as recorded in Plat Book 130, Page 7 of the Public Records of Broward County, Florida.

Said lands lying in the City of Plantation, Broward County, Florida.

BK15120PG0028

Land Description Prepared By
CRAIG A. SMITH & ASSOCIATES
Consulting Engineers & Surveyors
1000 West McNab Road
Pompano Beach, Florida 33069
Project No: 86-0688
Checked By: GJC
December 17, 1987
Q4/58

SHEET OF SHEETs

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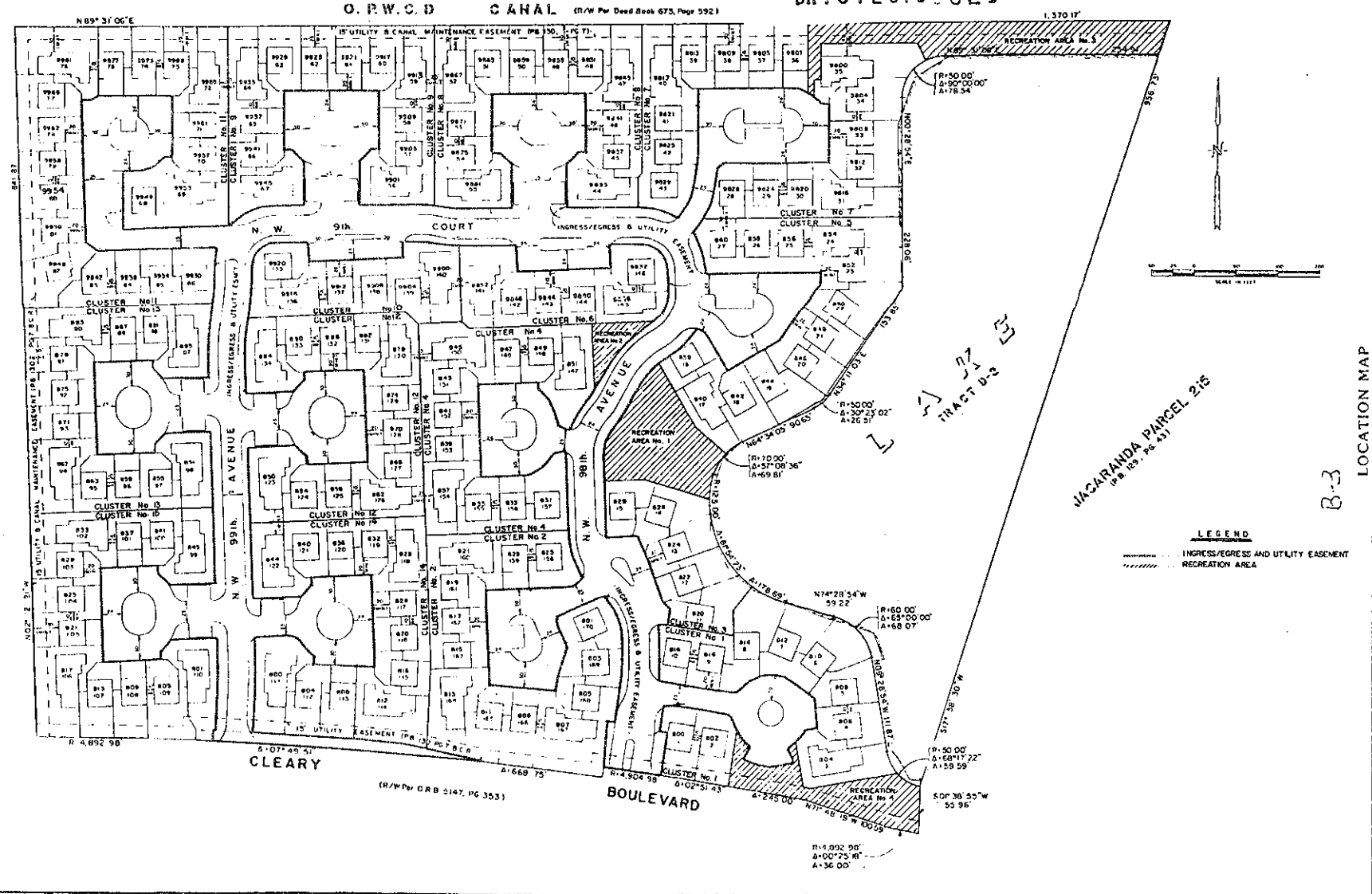

PREPARED FOR:

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33064

QUATRAINE AT JACARANDA

JACARANDA PARCEL 216

SCALE

PROJECT NUMBER

LAND DESCRIPTION

QUATRAINE AT JACARANDA, III
INGRESS, EGRESS AND UTILITY EASEMENT

A portion of Tract 216, JACARANDA PARCEL 216, according to the plat thereof, as recorded in Plat Book 130, Page 7 of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the Southwest corner of said Tract 216, said point being located on the North right-of-way line of Cleary Boulevard (106.00 feet wide) and on the arc of a curve concave to the Southwest (a radial line through said point bears South 00°03'56" West);

THENCE Easterly along the arc of said curve, having a radius of 4,892.98, a delta of 02°27'33", an arc distance of 210.01 feet to a point through which a radial line bears South 02°31'29" West, and the POINT OF BEGINNING;

THENCE North 02°49'03" East, 12.00 feet to an intersection with the arc of a curve concave to the Southwest (a radial line through said point bears South 02°31'31" West;

THENCE Easterly along the arc of said curve, having a radius of 4,904.98, a delta of 00°02'02", an arc distance of 2.91 to a point through which a radial line bears South 02°33'34" West;

THENCE North 02°50'23" East, 52.77 feet to the beginning of a tangent curve concave to the West;

THENCE Northerly along the arc of said curve, having a radius of 296.00, a delta of 05°02'44", an arc distance of 26.07 feet to a Point of Tangency;

THENCE North 02°12'21" West, 29.61 feet;

THENCE South 87°47'39" West, 54.86 feet to an intersection with the arc of a curve concave to the Northwest (a radial line through said point bears North 59°56'43" West);

THENCE Southwesterly along the arc of said curve having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears North 36°51'14" West;

THENCE South 02°12'21" East, 10.00 feet;

THENCE South 87°47'39" West, 70.58 feet;

THENCE North 02°12'21" West, 110.75 feet;

THENCE North 87°47'39" East, 70.58 feet;

THENCE South 02°12'21" East, 10.00 feet to an intersection with the arc of a curve concave to the Southwest (a radial line through said point bears South 32°26'32" West);

THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears South 55°32'01" West;

THENCE North 87°47'39" East, 54.86 feet;

THENCE North 02°12'21" West, 179.00 feet;

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THENCE South 87°47'39" West, 54.86 feet to an intersection with the arc of a curve concave to the Northwest (a radial line through said point bears North 59°56'43" West);

THENCE Southwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears North 36°51'14" West;

THENCE South 02°12'21" East, 10.00 feet;

THENCE South 87°47'39" West, 70.58 feet;

THENCE North 02°12'21" West, 110.75 feet;

THENCE North 87°47'39" East, 70.58 feet;

THENCE South 02°12'21" East, 10.00 feet to an intersection with the arc of a curve concave to the Southwest (a radial line through said point bears South 32°26'32" West);

THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears South 55°32'01" West;

THENCE North 87°47'39" East, 54.86 feet;

THENCE North 02°12'21" West, 25.36 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 224.00 feet, a delta of 10°33'09", an arc distance of 41.26 feet to a Point of Tangency;

THENCE North 08°20'48" East, 26.41 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northerly along the arc of said curve, having a radius of 200.20 feet, a delta of 10°39'42", an arc distance of 37.25 feet to a Point of Reverse Curve;

THENCE Northeasterly along the arc of a curve concave to the Southeast, having a radius of 74.00 feet, a delta of 19°50'51", an arc distance of 25.63 feet to an intersection with the arc of a curve concave to the Southwest (radial lines through said point bear South 72°28'04" East (74.00 foot radius) and South 23°25'38" West (15.00 foot radius));

THENCE Northwesterly along the arc of said curve concave to the Southwest, having a radius of 15.00 feet, a delta of 25°37'59", an arc distance of 6.71 feet to a Point of Tangency;

THENCE South 87°47'39" West, 138.28 feet;

THENCE North 54°54'10" West, 18.13 feet;

THENCE North 02°12'21" West, 161.30 feet;

THENCE North 00°28'54" West, 9.30 feet;

THENCE North 89°31'06" East, 10.00 feet;

THENCE North 63°40'01" East, 11.08 feet;

THENCE North 89°31'06" East, 90.62 feet;

THENCE South 00°28'54" East, 73.28 feet;

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THENCE South 89°31'06" West, 10.00 feet to an intersection with the arc of a curve concave to the Northwest (a radial line through said point bears North 51°32'21' West);

THENCE Southwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 51°03'27', an arc distance of 40.10 feet to a Point of Tangency;

THENCE South 89°31'06" West, 16.34 feet;

THENCE South 00°28'54" East, 70.10 feet;

THENCE North 87°47'39" East, 130.82 feet to an intersection with the arc of a curve concave to the Southwest (a radial line through said point bears South 48°08'17" East;

THENCE Northeasterly along the arc of said curve, having a radius of 74.00 feet, a delta of 47°39'23", an arc distance of 61.55 feet to a Point of Tangency;

THENCE North 89°31'06" East, 31.88 feet;

THENCE North 00°28'54" West, 53.86 feet to an intersection with the arc of a curve concave to the Northeast (a radial line through said point bears North 31°46'44" East);

THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears North 54°52'13" East;

THENCE South 89°31'06" West, 10.00 feet;

THENCE North 00°28'54" West, 70.58 feet;

THENCE North 89°31'06" East, 110.75 feet;

THENCE South 00°28'54' East, 70.58 feet;

THENCE South 89°31'06" West, 10.00 feet to an intersection with the arc of a curve concave to the Northwest (a radial line through said point bears North 55°50'01" West;

THENCE Southwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears North 32°44'32" West;

THENCE South 00°28'54" East, 53.86 feet;

THENCE North 89°31'06" East, 74.50 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 114.00 feet, a delta of 13°32'10", an arc distance of 26.93 feet to a Point of Reverse Curve;

THENCE Southeasterly along the arc of a curve concave to the Northeast, having a radius of 66.00 feet, a delta of 13°32'10", an arc distance of 15.59 feet to a Point of Tangency;

THENCE North 89°31'06" East, 62.37 feet;

THENCE North 00°28'54" West, 53.86 feet to an intersection with the arc of a curve concave to the Northeast (a radial line through said point bears North 31°46'44" East);

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THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears North 54°52'13" East;

THENCE South 89°31'06" West, 10.00 feet;

THENCE North 00°28'54" West, 70.58 feet;

THENCE North 89°31'06" East, 110.75 feet;

THENCE South 00°28'54" East, 70.58 feet;

THENCE South 89°31'06" West, 10.00 feet to an intersection with the arc of a curve concave to the Northwest (a radial line through said point bears North 55°50'01" West);

THENCE Southwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears North 32°44'32" West;

THENCE South 00°28'54" East, 53.86 feet;

THENCE North 89°31'06" East, 87.23 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 76.00 feet, a delta of 34°38'21", an arc distance of 45.95 feet to an intersection with the arc of a curve concave to the Northwest (radial lines through said point bear South 34°09'27" West (76.00 feet) and North 46°21'12" West (75.00 foot radius));

THENCE Northeasterly along the arc of said curve concave to the Northwest, having a radius of 75.00 feet, a delta of 35°26'48", an arc distance of 46.40 feet to a Point of Tangency;

THENCE North 08°12'00" East, 29.19 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, having a radius of 75.00 feet, a delta of 08°40'54", an arc distance of 11.36 feet to a Point of Tangency;

THENCE North 00°28'54" West, 74.31 feet;

THENCE North 89°31'06" East, 108.65 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, a delta of 55°21'07", an arc distance of 43.47 feet to a point through which a radial line bears South 54°52'13" West;

THENCE North 89°31'06" East, 10.00 feet;

THENCE South 00°28'54" East, 70.58 feet;

THENCE South 89°31'06" West, 123.31 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 10.00 feet, a delta of 81°19'06", an arc distance of 14.19 feet to a Point of Tangency;

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THENCE South 08°12'00" West, 20.00 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, having a radius of 100.00 feet, a delta of 35°26'28", an arc distance of 61.86 feet to an intersection with the arc of a curve concave to the Southwest (radial lines through said point bear North 46°21'32" West (100.00 foot radius) South 53°05'27" West (76.00 foot radius));

THENCE Southeasterly along the arc of said curve concave to the Southwest, having a radius of 76.00 feet, a delta of 34°35'39", an arc distance of 45.89 feet to a Point of Tangency;

THENCE South 02°18'54' East, 7.36 feet to an intersection with the arc of a curve concave to the Northeast (a radial line through said point bears North 07°52'11" East);

THENCE Southeasterly along the arc of said curve, having a radius of 15.00 feet, a delta of 08°21'05", an arc distance of 2.19 feet to a Point of Tangency;

THENCE North 89°31'06" East, 135.06 feet;

THENCE South 00°28'54" East, 12.65 feet;

THENCE South 35°12'53" West, 84.98 feet;

THENCE South 60°01'17" West, 70.80 feet;

THENCE North 29°58'43" West, 46.62 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 21.00 feet, a delta of 49°41'16", an arc distance of 18.21 feet to an intersection with the arc of a curve concave to the Northwest (radial lines through said point bear South 10°20'01" West (21.00 foot radius) and North 60°19'36" West (88.00 foot radius));

THENCE Southwesterly along the arc of said curve concave to the Northwest, having a radius of 88.00 feet to a delta of 30°25'12", an arc distance of 46.72 feet to a Point of Reverse Curve;

THENCE continuing Southwesterly along the arc of a curve concave to the Southeast, having a radius of 92.00 feet, a delta of 28°45'03", an arc distance of 46.17 feet to a Point of Tangency;

THENCE South 31°20'33" West, 69.29 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 55.00 feet, a delta of 33°39'27", an arc distance of 32.31 feet to a Point of Tangency;

THENCE South 02°18'54" East, 91.03 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Southerly along the arc of said curve, having a radius of 40.00 feet, a delta of 02°52'09", an arc distance of 2.00 feet to an intersection with the arc of a curve concave to the Northeast (radial lines through said point bear North 84°48'58" East (40.00 foot radius) and North 09°01'36" East (15.00 foot));

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THENCE Easterly along the arc of said curve concave to the Northeast, having a radius of 15.00 feet, a delta of 11°20'30", an arc distance 2.97 feet to a Point of Tangency;

THENCE North 87°41'06" East, 32.81 feet;

THENCE South 25°56'16" East, 23.87 feet;

THENCE South 19°30'00" East, 60.38 feet;

THENCE South 51°36'01" East, 11.59 feet;

THENCE South 09°06'10" West, 19.57 feet;

THENCE North 80°53'50" West, 4.99 feet to the beginning of a tangent curve to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 15.00 feet, a delta of 26°11'06", an arc distance of 6.86 feet to an intersection with the arc of a curve concave to the Southwest (radial lines through said point bear South 17°04'56" East (15.00 foot radius) and South 80°54'25" West (118.00 foot));

THENCE Southeasterly along the arc of said curve concave to the Southwest, having a radius of 118.00 feet, a delta of 08°36'42", an arc distance of 17.74 feet to a Point of Tangency;

THENCE South 00°28'54" East, 25.01 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Southerly along the arc of said curve, having a radius of 224.00 feet, a delta of 05'42'44", an arc distance of 22.33 feet to an intersection with the arc of a curve concave to the Northeast (radial lines through said point bear North 84°6'10" West, (224.00 foot radius) and North 26°37'22" East, (20.00 foot radius));

THENCE Southeasterly along the arc of said curve concave to the Northeast, having a radius of 20.00 feet, a delta of 17°31'12", an arc distance of 6.12 feet to a Point of Tangency;

THENCE South 80°53'50" East, 80.02 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, having a radius of 15.00 feet, a delta of 59°08'29", an arc distance of 15.48 feet to a Point of Reverse Curve;

THENCE continuing Northeasterly along the arc of a curve concave to the Southeast, having a radius of 45.00 feet, a delta of 88°13'23", an arc distance of 69.29 feet to a Point of Tangency;

THENCE South 51°48'56" East, 30.35 feet;

THENCE South 05°35'08" East, 34.26 feet;

THENCE South 80°31'06" West, 14.86 feet to an intersection with the arc of a curve concave to the Northwest (a radial line through said point bears North 63°42'42" West);

THENCE Southwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 34°23'22", an arc distance of 27.01 feet to a Point of Reverse Curve;

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THENCE Southerly along the arc of a curve concave to the Southeast, having a radius of 3.00 feet, a delta of 86°25'00", an arc distance of 4.52 feet to a Point of Tangency;

THENCE South 25°44'20" East, 15.09 feet to an intersection with the arc of a radial curve concave to the North;

THENCE Westerly along the arc of said curve, having a radius of 63.00 feet, a delta of 57°17'45", an arc distance of 63.00 feet to an intersection with a radial line;

THENCE North 31°33'25" East, radially, 15.09 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 3.00 feet, a delta of 86°25'00", an arc distance of 4.52 feet to a Point of Reverse Curve;

THENCE continuing Northwesterly along the arc of a curve concave to the Northeast, having a radius of 45.00 feet, a delta of 40°09'00", an arc distance of 31.53 feet to a Point of Reverse Curve;

THENCE continuing Northwesterly along the arc of a curve concave to the Southwest, having a radius of 15.00 feet, a delta of 66°11'15", an arc distance of 17.33 feet to a Point of Tangency;

THENCE North 80°53'50" West, 59.41 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 20.00 feet, a delta of 39°17'04", an arc distance of 13.71 feet to a point through which a radial line bears South 30°10'54" East;

THENCE South 09°06'10" West, 28.48 feet;

THENCE South 80°53'50" East, 10.00 feet;

THENCE South 09°06'10" West, 50.50 feet to an intersection with the Northerly line of Cleary Boulevard, as shown on the said plat of JACARANDA PARCEL 216, said point also being located on the arc of a curve concave to the Southwest (a radial line through said point bears South 08°41'55" West);

THENCE Northwesterly along the arc of said curve, having a radius of 4,904.98 feet, a delta of 00°48'03", an arc distance of 68.56 feet to a point through which a radial line bears South 07°53'52" West;

THENCE North 04°47'44" East, 53.83 feet;

THENCE South 85°12'16" East, 9.21 feet;

THENCE North 08°12'05" East, 43.72 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 180.00 feet, a delta of 08°40'59", an arc distance of 27.28 feet to a Point of Tangency;

THENCE North 00°28'54" West, 25.01 feet to the beginning of a tangent curve concave to the Southwest;

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THENCE Northwesterly along the arc of said curve, having a radius of 74.00 feet, a delta of 44°50'40", an arc distance of 57.92 feet to an intersection with the arc of a curve concave to the Southeast (radial lines through said point bear South 44°40'26" West (74.00 foot radius) and South 12°14'12" East (15.00 foot radius));

THENCE Southwesterly along the arc of said curve concave to the Southeast, having a radius of 15.00 feet, a delta of 11°19'46", an arc distance of 2.97 feet to a Point of Tangency;

THENCE South 66°26'01" West, 50.22 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 10.00 feet, a delta of 90°00'00", an arc distance of 15.71 feet to a Point of Tangency;

THENCE South 23°33'59" East, 29.75 feet;

THENCE South 19°40'29" West, 35.72 feet;

THENCE South 04°47'44" West, 16.40 feet;

THENCE North 85°12'16" West, 78.50 feet;

THENCE North 02°18'54" West, 111.92 feet;

THENCE North 87°41'06" East, 96.64 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly along the arc of said curve, having a radius of 20.00 feet, a delta of 65°34'27", an arc distance of 22.89 feet to an intersection with the arc of a curve concave to the Northeast (radial lines through said point bear North 67°53'21" West (20.00 foot radius) and North 53°41'56" East (84.00 foot radius));

THENCE Northwesterly along the arc of said curve concave to the Northeast, having a radius of 84.00 feet, a delta of 33°59'10", an arc distance of 49.83 feet to a Point of Tangency;

THENCE North 02°18'54" West, 92.00 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 99.08 feet, a delta of 04°27'57", an arc distance of 7.72 feet to an intersection with the arc of a curve concave to the South (radial line through said point bear South 87°17'19" East, (99.08 foot radius) and South 24°25'57" West, (14.00 foot radius));

THENCE Southwesterly along the arc of said curve concave to the South, having a radius of 14.00 feet, a delta of 83°46'51", an arc distance of 20.47 feet to the Point of a Reverse Curve;

THENCE continuing Southwesterly along the arc of a curve concave to the Northwest, having a radius of 45.00 feet, a delta of 57°02'00", an arc distance of 44.79 feet to a Point of Tangency;

THENCE South 87°41'06" West, 45.00 feet;

THENCE North 02°18'54" West, 110.75 feet;

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THENCE North 87°41'06" East, 70.58 feet;

THENCE South 02°18'54" East, 10.00 feet to an intersection wtih the arc of a curve concave to the Southwest (radial line through said point bear South 32°19'59" West);

THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, a delta of 51°45'25", an arc distance of 40.65 feet to a Point of Reverse Curve;

THENCE continuing Southeasterly on the arc of a curve concave to the Northeast, having a radius of 15.50 feet, a delta of 92°33'54", an arc distance of 25.04 feet to an intersection with the arc of a curve concave to the Southeast (radial line through said point bear North 08°28'30" West, (15.50 foot radius) and South 71°21'58" East, (99.00 foot radius));

THENCE Northeasterly along the arc of said curve concave to the Southeast, having a radius of 99.00 feet, a delta of 12°42'31", an arc distance of 21.96 feet to a Point of Tangency;

THENCE North 31°20'33" East, 69.29 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 136.00 feet, a delta of 28°45'03", an arc distance of 68.24 feet to a Point of Reverse Curve;

THENCE continuing Northeasterly along the arc of a curve concave to the Northwest, having a radius of 44.00 feet, a delta of 62°24'30", an arc distance of 47.93 feet to a Point of Tangency;

THENCE North 02°18'54" West, 26.17 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 32.00 feet, a delta of 88°10'00", an arc distance of 49.24 feet to a Point of Tangency;

THENCE South 89°31'06" West, 34.58 feet to an intersection with the arc of a curve concave to the Southeast (a radial line through said point bears South 62°39'49" East);

THENCE Southwesterly along the arc of said curve, having a radius of 15.00 feet, a delta of 29°39'05", an arc distance of 7.76 feet to a Point of Tangency;

THENCE South 02°18'54" East, 21.51 feet;

THENCE South 87°41'06" West, 110.83 feet;

THENCE North 02°18'54" West, 26.02 feet to the beginning of a tangent curve to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 15.00 feet, a delta of 25°59'05", an arc distance of 6.80 feet to a point through which a radial line bears South 61°42'01" West;

THENCE South 89°31'06" West, 65.40 feet to the beginning of a tangent curve to the Northeast;

THENCE Northwesterly along the arc of said curve, having a radius of 110.00 feet, a delta of 13°32'10", an arc distance of 25.99 feet to a Point of Reverse curve;

BK15120PG0038

THENCE continuing Northwesterly along the arc of a curve concave to the Southwest, having a radius of 70.00 feet, a delta of 13°32'10", an arc distance of 16.54 feet to a Point of Tangency;

THENCE South 89°31'06" West, 21.96 feet to an intersection with the arc of a curve concave to the Southeast (a radial line through said point bears South 62°39'49" East);

THENCE Southwesterly along the arc of said curve, having a radius of 15.00 feet, a delta of 29°39'05", an arc distance of 7.76 feet to a Point of Tangency;

THENCE South 02°18'54" East, 11.80 feet;

THENCE South 87°41'06" West, 110.83 feet;

THENCE North 02°18'54" West, 16.31 feet to the beginning of a tangent curve concave to the Southwest;

THENCE Northwesterly along the arc of said curve, having a radius of 15.00 feet, a delta of 25°59'05", an arc distance of 6.80 feet to point through which a radial line bears South 61°42'01" West;

THENCE South 89°31'06" West, 34.79 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 30.00 feet, a delta of 91°50'00", an arc distance of 48.08 feet to a Point of Reverse Curve;

THENCE continuing Southwesterly along the arc of a curve concave to the Northwest, having a radius of 244.20 feet, a delta of 10°39'42", an arc distance of 45.44 feet to a Point of Tangency;

THENCE South 08°20'48" West, 26.41 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 180.00 feet, a delta of 10°33'09", an arc distance of 33.15 feet to a Point of Tangency;

THENCE South 02°12'21" East, 45.92 feet;

THENCE North 87°41'06" East, 56.08 feet to an intersection with the arc of a curve concave to the Southeast (a radial line through point bears South 60°03'16" East);

THENCE Northeasterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears South 36°57'47" East;

THENCE North 02°18'54" West, 10.00 feet;

THENCE North 87°41'06" East, 70.58 feet;

THENCE South 02°18'54" East, 110.75 feet;

THENCE South 87°41'06" West, 70.58 feet;

THENCE North 02°18'54" West, 10.00 feet to an intersection with the arc of a curve concave to the Northeast (a radial line through said point bears North 32°19'59" East);

BK15120PG0039

THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears North 55°25'28" East;

THENCE South 87°41'06" West, 56.20;

THENCE South 02°12'21" East, 178.74 feet;

THENCE North 87°41'06" East, 56.54 feet to an intersection with the arc of a curve concave to the Southeast (a radial line through said point bear South 60°03'16' East);

THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 23°05'29", an arc distance of 18.14 feet to a point through which a radial line bears South 36°57'47" East;

THENCE North 02°18'54" West, 10.00 feet;

THENCE North 87°41'06" East, 70.58 feet;

THENCE South 02°18'54" East, 99.87 feet;

THENCE South 02°42'22" West, 9.12 feet;

THENCE North 87°17'38" West, 71.01 feet;

THENCE North 02°42'22" East 10.00 feet to an intersection with the arc of a curve concave to the Northeast (a radial line through said point bears North 32°26'58" East);

THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 28°22'17", an arc distance of 22.28 feet to a Point of Reverse Curve;

THENCE continuing Northwesterly along the arc of a curve concave to the Southwest, having a radius of 15.00 feet, a delta of 63°01'36", an arc distance of 16.50 feet to a Point of Tangency;

THENCE South 87°47'39" West, 34.18 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 15.00 feet, a delta of 27°49'05", an arc distance of 7.28 feet to a point of which a radial line bears South 30°01'26" East;

THENCE South 02°12'21" East, 27.48 feet to the beginning of a tangent curve concave to the West;

THENCE Southerly along the arc of said curve, having a radius of 340.00 feet, a delta of 05°02'44", an arc distance of 29.94 feet to a Point of Tangency;

THENCE South 02°50'23' West, 52.75 feet to an intersection with the arc of a non-radial curve concave to the Southwest (a radial line through said point bears South 03°04'24" West);

THENCE Southeasterly along the arc of said curve, having a radius of 4,904.98 feet, a delta of 01°59'12", an arc distance of 170.08 feet to an intersection with a non-tangent line (a radial line through said point bears South 05°03'36" West);

THENCE South 77°30'18" East, 100.59 feet to an intersection with the North right-of-way line of said Cleary Boulevard and

BK15120PG040

with the arc of a curve concave to the Southwest (a radial line through said point bears South 06°13'42" West);

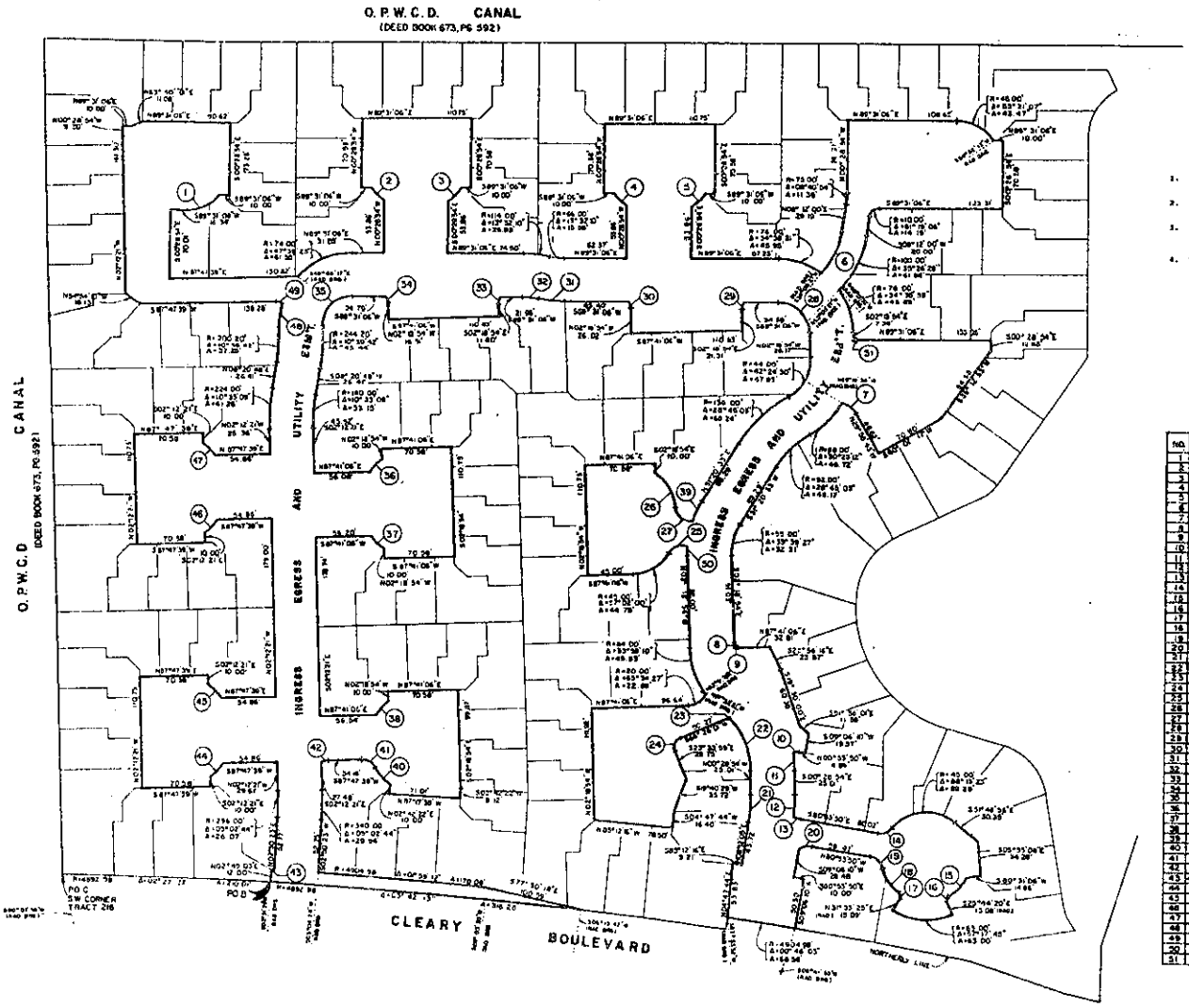
THENCE Northwesterly along said North right-of-way line of Cleary Boulevard, and along the arc of said curve, having a radius of 4,892.98 feet, a delta of 03°42'13", an arc distance of 316.28 feet to the POINT OF BEGINNING;

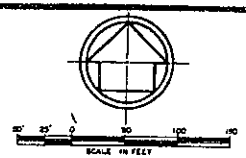
Said lands lying in the City of Plantation, Broward County, Florida, and containing 5.494 acres, more or less.

BK15120PG0041

Land Description Prepared By:
CRAIG A. SMITH & ASSOCIATES
Consulting Engineers & Surveyors
1000 West McNab Road
Pompano Beach, Florida 33069
Project No. 86-0688
Checked By: GJC
May 11, 1987
Revised December 23, 1987
20/22 & 20/23

BK15120PG0042





SURVEY NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO BEARINGS SHOWN ON PLAT OF JACARANDA PARCEL 216, AS RECORDED IN PLAT BOOK 139, PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

"CURVE TABLE"

NO.	RADIUS	DELTA	ARC	RADIAL BRG. IN	RADIAL BRG. OUT
1	43.00'	61° 03' 27"	45.10	N31° 32' 21" W	N00° 28' 54" W
2	43.00'	23° 05' 29"	18.14'	N31° 44' 44" E	N54° 50' 15" W
3	43.00'	23° 05' 29"	18.14'	N32° 50' 01" W	N55° 45' 30" W
4	43.00'	23° 05' 29"	18.14'	N31° 44' 44" E	N54° 32' 13" E
5	43.00'	23° 05' 29"	18.14'	N55° 50' 01" W	N32° 44' 32" W
6	70.00'	35° 28' 48"	48.40'	N48° 21' 12" W	N83° 48' 00" W
7	21.00'	49° 47' 10"	18.31'	S60° 05' 17" W	S10° 37' 01" W
8	40.00'	06° 52' 06"	4.80'	N83° 41' 08" E	N89° 43' 58" E
9	15.00'	17° 20' 30"	2.97'	N00° 01' 36" E	N00° 18' 54" W
10	15.00'	26° 11' 06"	6.85'	S00° 06' 10" W	S11° 05' 26" E
11	118.00'	08° 34' 42"	17.67'	S60° 54' 23" W	S69° 51' 08" W
12	224.00'	02° 32' 44"	12.13'	S69° 31' 06" W	S68° 45' 10" W
13	20.00'	17° 31' 12"	6.12'	N29° 31' 22" E	N09° 06' 10" E
14	15.00'	50° 06' 29"	13.48'	N00° 06' 10" E	N50° 03' 19" W
15	45.00'	34° 22' 32"	27.01'	N65° 42' 22" W	N28° 19' 50" W
16	3.00'	88° 20' 00"	4.52'	S29° 19' 50" E	N64° 19' 40" E
17	3.00'	88° 20' 00"	4.52'	N34° 28' 59" W	S59° 08' 20" W
18	45.00'	42° 08' 00"	31.00'	N32° 08' 23" E	N75° 11' 23" E
19	15.00'	66° 11' 15"	17.33'	S73° 17' 23" W	S09° 06' 10" W
20	20.00'	39° 17' 04"	13.71'	S08° 02' 10" W	S30° 54' 54" E
21	180.00'	08° 40' 59"	27.26'	N81° 47' 35" W	S88° 31' 34" W
22	74.00'	44° 30' 40"	57.52'	S89° 31' 06" W	S44° 40' 26" W
23	15.00'	11° 19' 46"	2.97'	S12° 14' 12" E	S23° 31' 59" E
24	10.00'	90° 00' 00"	15.71'	S23° 31' 59" E	S66° 28' 01" E
25	14.00'	83° 46' 31"	20.47'	S24° 25' 37" W	S59° 20' 54" E
26	45.00'	51° 45' 25"	40.65'	S32° 19' 59" W	S84° 05' 24" W
27	18.50'	92° 33' 54"	35.04'	N84° 05' 24" E	N08° 28' 30" W
28	35.00'	88° 10' 00"	53.70'	N84° 31' 06" W	S00° 28' 54" E
29	15.00'	29° 38' 05"	7.76'	S87° 38' 49" E	N87° 08' 04" E
30	15.00'	25° 39' 00"	6.90'	S87° 41' 06" W	S61° 42' 01" W
31	110.00'	19° 52' 10"	35.99'	N00° 28' 54" W	N19° 03' 18" E
32	70.00'	13° 34' 30"	16.94'	S13° 03' 18" W	S00° 28' 54" E
33	13.00'	90° 37' 00"	7.76'	S60° 38' 49" E	S61° 42' 01" W
34	13.00'	23° 39' 05"	6.90'	S87° 41' 06" W	S61° 42' 01" W
35	30.00'	91° 50' 00"	48.08'	S00° 28' 54" E	S87° 41' 06" E
36	45.00'	23° 05' 29"	18.14'	S60° 05' 15" E	S36° 51' 47" E
37	45.00'	23° 05' 29"	18.14'	N36° 19' 59" E	N60° 25' 28" E
38	45.00'	23° 05' 29"	18.14'	S60° 05' 15" E	S36° 57' 47" E
39	99.00'	18° 42' 31"	31.98'	S71° 21' 58" E	S54° 36' 21" E
40	45.00'	28° 32' 17"	22.38'	N32° 36' 58" E	N60° 46' 15" E
41	15.00'	45° 01' 54"	11.79'	S60° 46' 15" W	S00° 15' 21" E
42	15.00'	37° 49' 01"	9.89'	S29° 12' 21" E	S67° 01' 22" E
43	4904.98'	00° 02' 02"	2.91'	S00° 31' 37" W	S00° 33' 38" W
44	43.00'	23° 05' 29"	18.14'	N60° 36' 43" W	N36° 31' 14" W
45	45.00'	23° 05' 29"	18.14'	S36° 36' 12" W	S60° 32' 07" W
46	45.00'	23° 05' 29"	18.14'	N36° 36' 43" W	N36° 31' 14" W
47	45.00'	23° 05' 29"	18.14'	S36° 28' 32" W	S60° 32' 01" W
48	74.00'	19° 30' 51"	25.43'	N87° 41' 06" E	S17° 28' 04" E
49	13.00'	20° 37' 04"	4.70'	S29° 38' 49" W	S00° 28' 54" E
50	99.00'	04° 27' 57"	7.72'	N88° 14' 47" E	S87° 17' 19" E
51	15.00'	08° 21' 05"	2.19'	N00° 52' 17" E	N00° 28' 54" W

R-16

INGRESS EGRESS & UTILITY EASEMENT

PREPARED FOR:

DATE	FD. PB.	PG.	REVISION	CHD
9-3-87	N/A	N.S.	SKETCH OF INGRESS/EGRESS EM'T	

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST MCNAB ROAD
POMPANO BEACH, FLORIDA 33069
(305) 785-0445 CERT. NO. LB0003110

JACARANDA PARCEL 216
TRACT 216

QUATRAINE AT JACARANDA

SCALE

PROJECT NUMBER
86-0688

LAND DESCRIPTION

QUATRAINE AT JACARANDA, III

RECREATION AREA NO. 1

A portion of Tract 216, JACARANDA PARCEL 216, according to the plat thereof, as recorded in Plat Book 130, Page 7 of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the Southeast corner of said Tract 216;

THENCE along the Easterly line of said Tract 216, the following six (6) courses and distances:

1. North 01° 38' 55" East, 55.96 feet to an intersection with the arc of a non-radial curve concave to the Northeast (a radial line through said point bears North 12° 13' 44" East);

2. Northwesterly along the arc of said curve, having a radius of 50.00 feet, a delta of 68° 17' 22", an arc distance of 59.59 feet to a Point of Tangency;

3. North 09° 28' 54" West, 111.87 feet to the beginning of a tangent curve concave to the Southwest;

4. Northwesterly along the arc of said curve, having a radius of 60.00 feet, a delta of 65° 00' 00", an arc distance of 68.07 feet to a Point of Tangency;

5. North 74 28' 54" West, 59.22 feet to the beginning of a tangent curve concave to the Northeast;

6. Northwesterly along the arc of said curve, having a radius of 125.00 feet, a delta of 75° 23' 09", an arc distance of 164.47 feet to the POINT OF BEGINNING;

THENCE North 73° 10' 00" West, 80.97 feet;

THENCE South 87° 41' 06" West, 47.03 feet;

THENCE North 02° 18' 54" West, 26.83 feet to the beginning of tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 55.00 feet, a delta of 33° 39' 27", an arc distance of 32.31 feet to a Point of Tangency;

THENCE North 31° 20' 33" East, 69.29 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 92.00 feet, a delta of 19° 40' 30", an arc distance of 31.59 feet to an intersection with a non-radial line (a radial line through said point bears South 38° 58' 57" East);

THENCE South 29° 58' 43" East, 88.27 feet;

THENCE South 49° 10' 53" East, 48.67 feet to an intersection with the said East line of Tract 216, and with the arc of a non-radial curve concave to the Southeast (a radial line through said point bears South 46° 00' 40" East);

THENCE Southwesterly along the arc of said curve, having a radius of 70.00 feet, a delta of 36° 33' 51", an arc distance of 44.67 feet to a Point of Compound Curve;

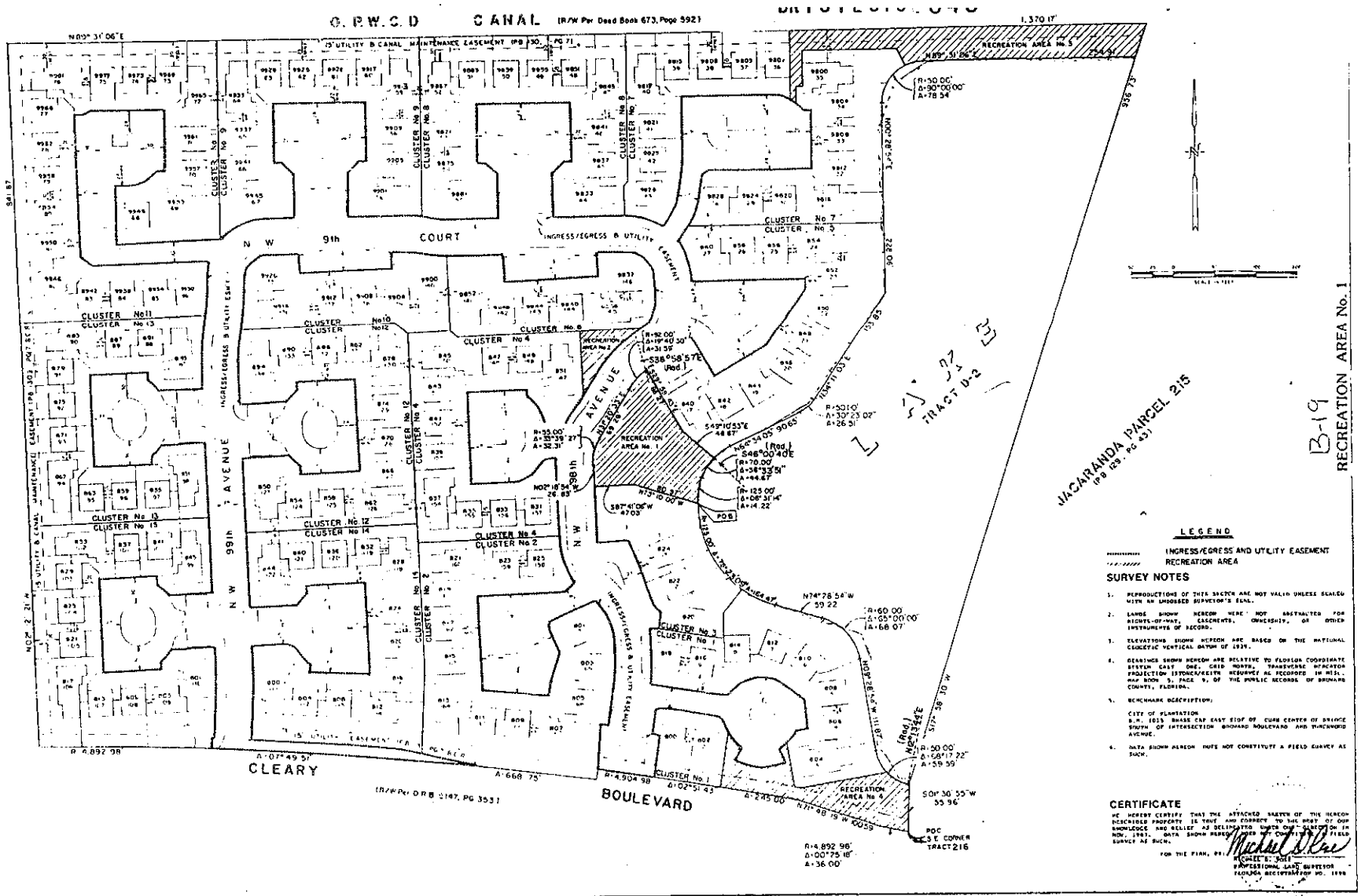
BK15120PG.043

THENCE continuing Southwesterly along the arc of a curve concave to the Northeast, having a radius of 125.00 feet; a delta of 06° 31' 14", an arc distance of 14.22 feet to the POINT OF BEGINNING.

Said lands lying in the City of Plantation, Broward County, Florida, and containing 12879 square feet (0.296 acres) more or less.

BK15120PG0044

Land Description Prepared By
CRAIG A. SMITH & ASSOCIATES
Consulting Engineers & Surveyors
1000 West McNab Road
Pompano Beach, Florida 33069
Project No: 86-0688
Checked By: GJC
December 11, 1987
Q4/22



PREPARED FOR:

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 WEST MCNAB ROAD
POMPANO BEACH, FLORIDA 33069

QUATRAINE AT JACARANDA III

JACARANDA PARCEL 216

SCALE

PROJECT NUMBER 86-0688

SHEET OF SHEETS

LAND DESCRIPTION

QUATRAINE AT JACARANDA, III

RECREATION AREA NO. 2

A portion of Tract 216, JACARANDA PARCEL 216, according to the plat thereof, as recorded in Plat Book 130, Page 7, of the Public Records of Broward County, Florida, more particularly desribed as follows:

COMMENCING at the Northwest corner of said Tract 216, said point also being located on the South right-of-way line of the O.P.W.C.D. Canal as described in Deed Book 673, Page 592 of the Public Records of Broward County, Florida;

THENCE North 89° 31' 06" East, along the North line of said Tract 216, and said South right-of-way line 683.35 feet;

THENCE South 00° 28' 54" East, 358.66 feet to the POINT OF BEGINNING;

THENCE North 87° 41' 06" East, 73.47 feet to an intersection with the arc of a non-radial curve concave to the Northwest (a radial line through said point bears North 37° 01' 54" West);

THENCE Southwesterly along the arc of said curve, having a radius of 44.00 feet, a delta of 07° 07' 30", an arc distance of 5.48 feet to a Point of Reverse Curve;

THENCE continuing Southwesterly along the arc of a curve concave to the Southeast, having a radius of 136.00 feet, a delta of 28° 45' 03", an arc distance of 68.24 feet to a Point of Tangency;

THENCE South 31° 20' 33" West, 33.53 feet;

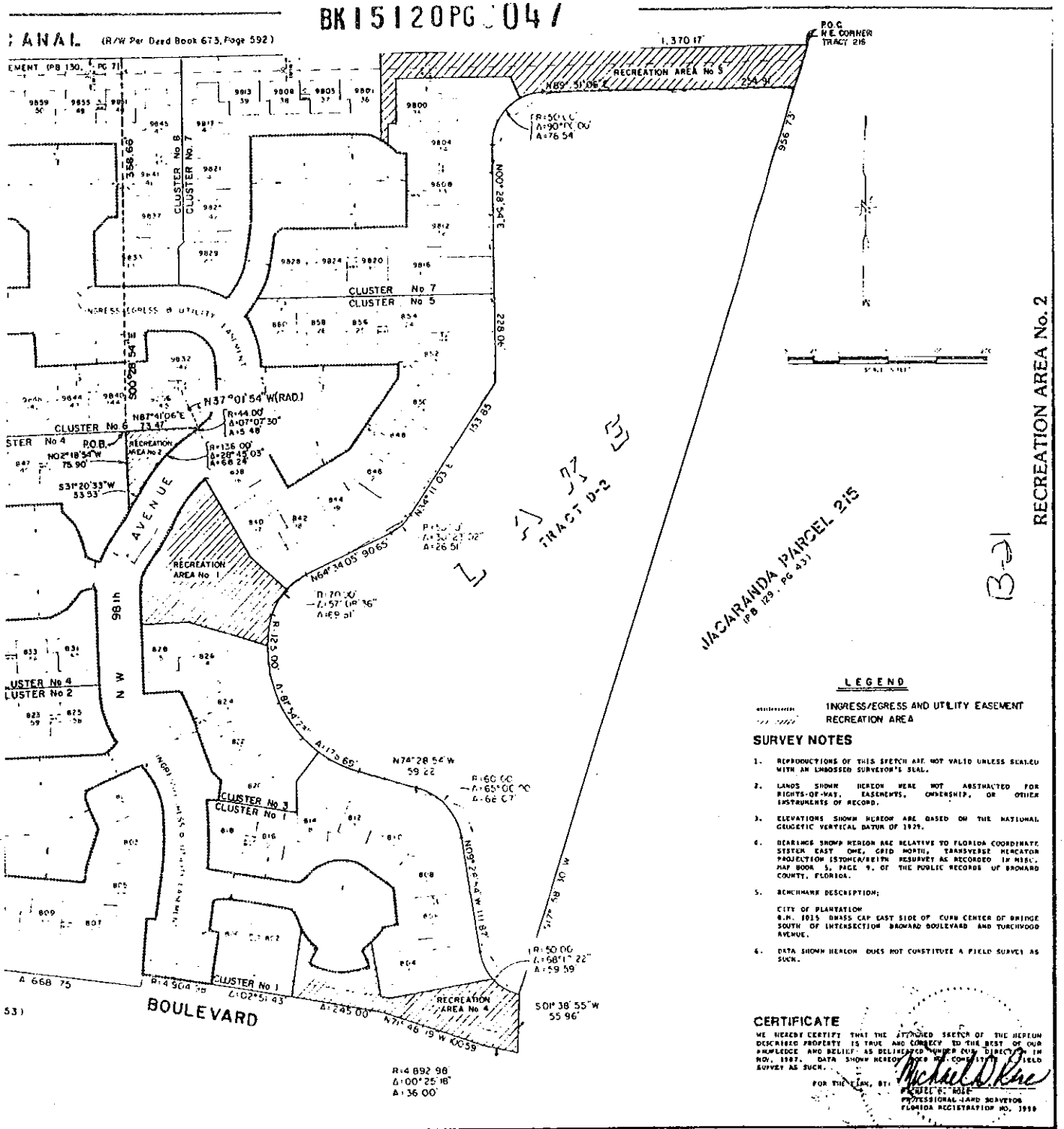
THENCE North 02° 18' 54" West, 75.90 feet to the POINT OF BEGINNING;

Said lands lying in the City of Plantation, Broward County, Florida, and containing 2242 square feet (0.051 acres) more or less.

BK15120PG0046

Land Description Prepared By
CRAIG A. SMITH & ASSOCIATES
Consulting Engineers & Surveyors
1000 West McNab Road
Pompano Beach, FL 33069
Project No: 86-0688
Checked By: GJC
December 11, 1987
Q4/23

BK15120PG 0047



SMITH & ASSOCIATES
ING ENGINEERS & SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
305 782-8222 CERT. NO. LB000716

QUATRAINE AT JACARANDA III

JACARANDA PARCEL 216

SCALE

PROJECT NUMBER 86-0688

SHEET

LAND DESCRIPTION

QUATRAINE AT JACARANDA, III

RECREATION AREA NO. 3

A portion of Tract 216, JACARANDA PARCEL 216, according to the plat thereof, as recorded in Plat Book 130, Page 7 of the Public Records of Broward County, Florida, more particularly described as follows:

BEGINNING at the Northeast corner of said Tract 216;

THENCE South 17° 58' 38" West, along the East line of said Tract 216, a distance of 42.17 feet;

THENCE South 89° 31' 06" West, 254.91 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the arc of said curve, having a radius of 50.00 feet, a delta of 25° 57' 39", an arc distance of 22.66 feet to an intersection with a radial line;

THENCE North 26° 26' 48" West, radially, 22.76 feet;

THENCE South 89° 31' 06" West, 114.00 feet;

THENCE South 00° 28' 54" East, 42.42 feet;

THENCE South 89° 31' 06" West, 8.00 feet;

THENCE South 00° 28' 54" East, 20.00 feet to an intersection with the arc of a non-radial curve concave to the Southwest (a radial line through said point bears South 39° 28' 02" West);

THENCE Northwesterly along the arc of said curve, having a radius of 45.00 feet, a delta of 10° 28' 12", an arc distance of 8.22 feet to an intersection with a non-radial line (a radial line through said point bears South 28° 59' 50" West);

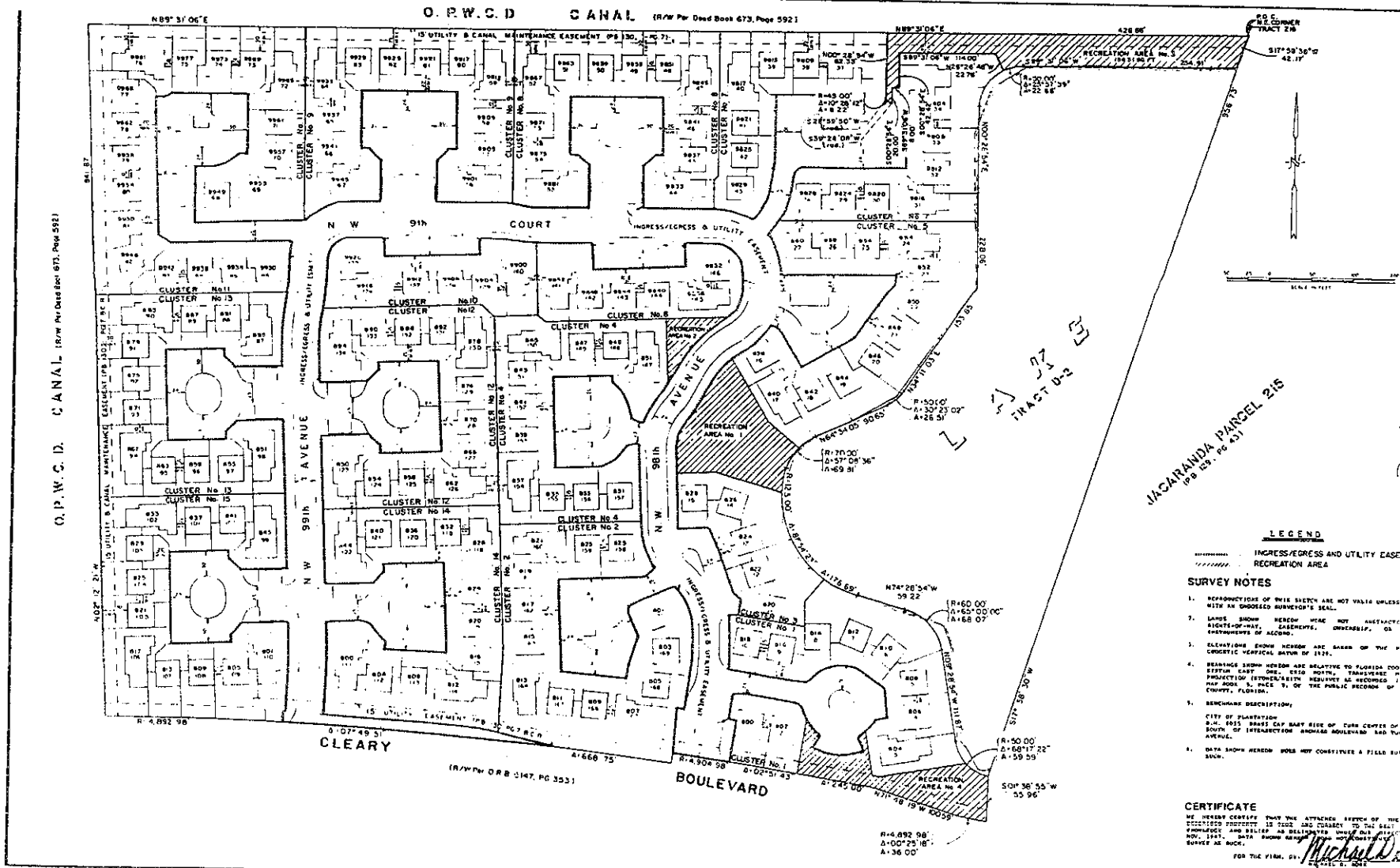
THENCE North 00° 28' 54" West, 82.33 feet to an intersection with the North line of said Tract 216;

THENCE North 89° 31' 06" East, along said North line, 428.86 feet to the POINT OF BEGINNING.

Said lands lying in the City of Plantation, Broward County, Florida and containing 15631 square feet (0.359 acres) more or less.

BK15120PG0048

Land Description Prepared By
CRAIG A. SMITH & ASSOCIATES
Consulting Engineers & Surveyors
1000 West McNab Road
Pompano Beach, Florida 33069
Project No: 86-0688
Checked By: GJC
December 11, 1987
Q4/24



LEGEND

INGRESS/EGRESS AND UTILITY EASE

RECREATION AREA

SURVEY NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR ENCUMBRANCES OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE N GEODETIC VERTICAL DATUM OF 1929.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO FLORIDA COO EASTERN EAST ONE, 1983 NORTH, TRANSVERSE M PROJECTION (STONER/SMITH NEQUVEY AS RECORDED MAP BOOK 51, PAGE 7, OF THE PUBLIC RECORDS OF COUNTY, FLORIDA.
5. BENCHMARK DESCRIPTION:

   CITY OF PLANTATION
   B.M. 6015 BRASS CAP EAST SIDE OF TURN CENTER OF SOUTH OF INTERSECTION NOGRASS BOULEVARD AND PU AVENUE.
6. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SU SUCH.

CERTIFICATE

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION NOV. 1987. DATA SHOWN HEREON DOES NOT CONSTITUTE A SURVEY AS SUCH.

FOR THE FIRM, BY: Michael D.

MICHAEL D. SONS
PROFESSIONAL LAND SURVE
FLORIDA REGISTRATION NO.

PREPARED FOR:

D 18-87 N.A. M.S. RECREATION AREA NO. 5	CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST McNAB ROAD POMPANO BEACH, FLORIDA 33069	QUATRAINE AT JACARANDA	JACARANDA PARCEL 216	SCALE / PROJECT NUMBER

LAND DESCRIPTION

QUATRAINE AT JACARANDA, III

RECREATION AREA NO. 4

A portion of Tract 216, JACARANDA PARCEL 216, according to the plat thereof, as recorded in Plat Book 130, Page 7 of the Public Records of Broward County, Florida, more particularly described as follows:

BEGINNING at the Southeast corner of said Tract 216, said point also being located on the Northerly right-of-way line of Cleary Boulevard, as recorded in Official Records Book 5147, Page 353 of the Public Records of Broward County, Florida, said corner also being located on the arc of a curve concave to the Southwest;

THENCE along the South line of said Tract 216, the following three (3) courses and distances:

1. Northwesterly along the arc of said curve, having a radius of 4892.98 feet, a delta of 00° 25' 18", an arc distance of 36.00 feet to an intersection with a non-tangent line (a radial line through said point bears South 11° 55' 40" West);

2. North 71° 48' 19" West, 100.59 feet to an intersection with the arc of a non-tangent curve concave to the Southwest (a radial line through said point bears South 10° 45' 36" West);

3. Northwesterly along the arc of said curve, having a radius of 4904.98 feet, a delta of 01° 07' 15", an arc distance of 95.94 feet to an intersectin with a non-radial line (a radial line through said point bears South 09° 38' 19" West);

THENCE North 09° 06' 10" East, 66.45 feet to an intersection with the arc of a non-radial curve concave to the Northeast (a radial line though said point bears North 63° 14' 17" East);

THENCE Southeasterly along the arc of said curve, having a radius of 45.00 feet, a delta of 28° 05' 52", an arc distance of 22.07 feet to a Point of Reverse Curve;

THENCE Southeasterly along the arc of a curve concave to the Southwest, having a radius of 3.00 feet, a delta of 86° 25' 00", an arc distance of 4.52 feet to a Point of Tangency;

THENCE South 31° 33' 25" West, 15.09 feet to an intersection with the arc of a radial curve concave to the North;

THENCE Easterly along the arc of said curve, having a radius of 63.00 feet, a delta of 57° 17' 45", an arc distance of 63.00 feet to an intersection with a radial line;

THENCE North 25° 44' 20" West, radially, 15.09 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly along the arc of said curve, having a radius of 3.00 feet, a delta of 86° 25' 00", an arc distance of 4.52 feet to a Point of Reverse Curve;

THENCE continuing Northeasterly along the arc of a curve concave to Northwest, having a radius of 45.00 feet, a delta of 11° 41' 48", an arc distance of 9.19 feet to an

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intersection with a non-radial line (a radial line through said points bears North 41° 01' 08" West);

THENCE South 09° 28' 54" East, 53.35 feet to an intersection with the arc of a non-radial curve concave to the Southwest (a radial line through said point bears South 10° 39' 44" West);

THENCE Southeasterly along the arc of said curve, having a radius of 4919.98 feet, a delta of 00° 06' 31", an arc distance of 9.33 feet to an intersection with a non-tangent line (a radial line through said point bears South 10° 46' 15" West);

THENCE North 80° 31' 06" East, 104.08 feet to an intersection with the East line of said Tract 216, and with the arc of a non-radial curve concave to the Northeast (a radial line through said point bears North 46° 57' 29" East);

THENCE Southeasterly along said Easterly line, and along the arc of said curve, having a radius of50.00 feet, a delta of 34° 43' 45", an arc distance of 30.31 feet to an intersection with a non-radial line (a radial line through said point bears North 12° 13' 44" East);

THENCE South 01° 38' 55" West, along said East line of Tract 216, a distance of 55.96 feet to the POINT OF BEGINNING.

Said lands lying in the City of Plantation, Broward County, Florida, and containing 9383 square feet (0.215 acres) more or less.

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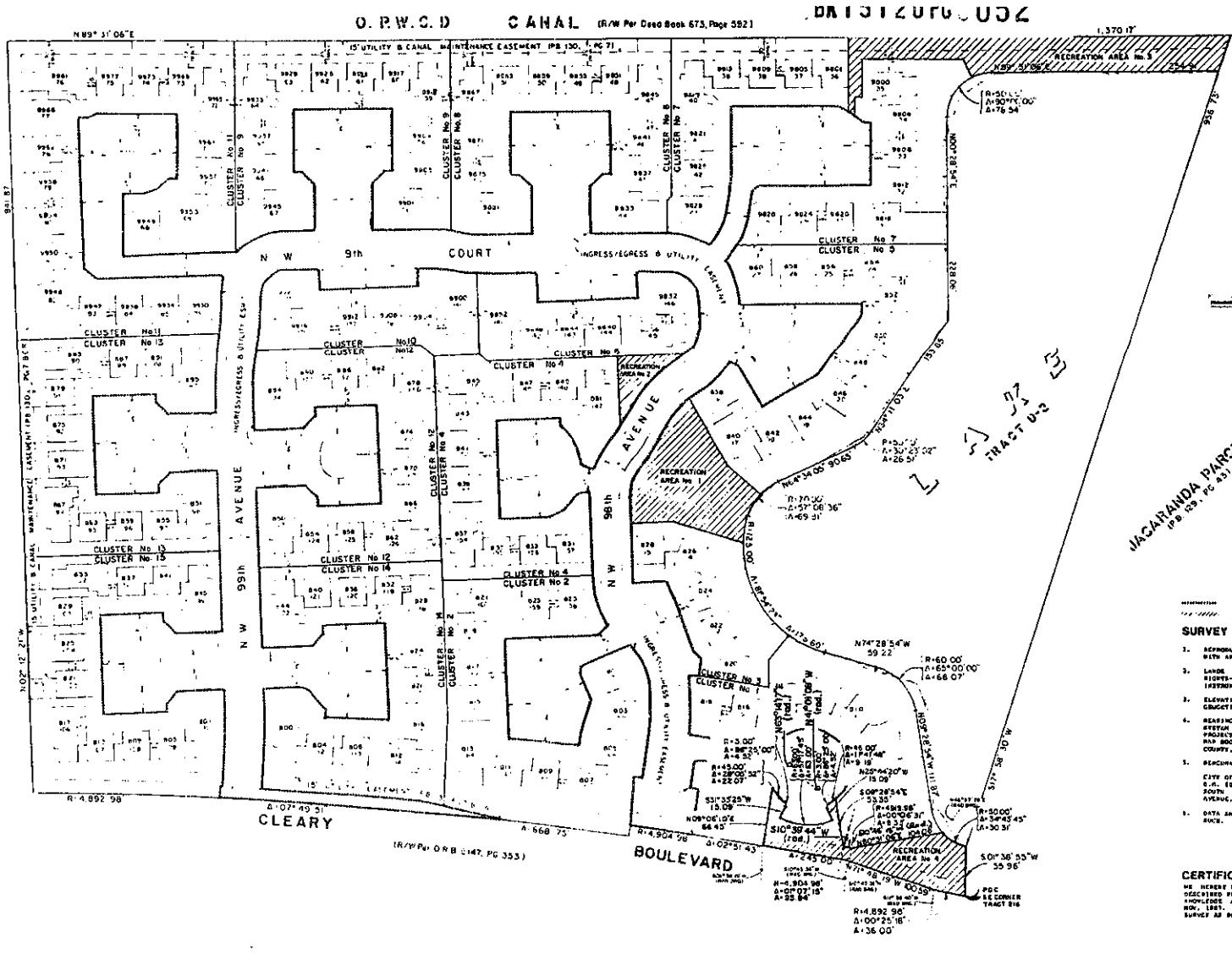
Land Description Prepared By
CRAIG A. SMITH & ASSOCIATES
Consulting Engineers & Surveyors
1000 West McNab Road
Pompano Beach, Florida 33069
Project No: 86-0688
Checked By: GJC
December 11, 1987
Q4/25



LEGEND

INGRESS/EGRESS AND UTILITY EASEMENT

RECREATION AREA

SURVEY NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS [illegible] WITH AN ORIGINAL SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE [illegible] GEODETIC VERTICAL DATUM OF 1929.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO FLORIDA COORDINATE SYSTEM EAST ZONE, GRID NORTH, TRANSVERSE MERCATOR PROJECTION (STATE PLANE COORDINATES AS RECORDED IN MISC. MAP BOOK 5, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. BENCHMARK DESCRIPTION:

   CITY OF PLANTATION
   B.M. 8012 BRASS CAP EAST SIDE OF CURB CENTER OF [illegible] SOUTH OF INTERSECTION BROWARD BOULEVARD AND N. [illegible] AVENUE.
6. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN NOV. 1987. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM BY: [illegible]
[illegible]
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. [illegible]

RECREATION AREA No. 4

PREPARED FOR:	RECREATION AREA No 4	CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS 1000 WEST McNAB ROAD POMPANO BEACH, FLORIDA 33069	QUATRAINE AT JACARANDA III	JACARANDA PARCEL 216	SCALE	PROJECT NUMBER 86-0688

EXHIBIT C

TO DECLARATION OF COVENANTS AND RESTRICTIONS
QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION

This Exhibit C consists of the following:

1. A complete schedule (which follows hereafter on this page) identifying each Homesite Parcel subject to the Declaration at the time of its initial recording, which Parcels are identified by two different identifying numbers. One (the first) identifying number is a one, two or three digit number (from 1 to 170 inclusive) which is the Numerical Order Designation (reflected in Column "A"). On the drawings of the Clusters and homesite parcels, the numerical order designation is sometimes identified as "Unit No.". The other is a three or four digit number which is equivalent to the Numerical Street Address (reflected in Column "B"). The units are accordingly described by their Numerical Order Number or their Numerical Street Address, or sometimes both. Below is a Table of Conversion showing for each unit its two identifications. For example, Homesite Parcel (Unit) 1 is also 800 and Homesite Parcel (Unit) 170 is also 801. Because the Numerical Street Addresses (Column "B" numbers) are not discrete numbers (i.e. certain numbers are repeated because they are addresses on different streets); the Numerical Order Designation (Column "A" numbers) should be used in all legal descriptions of the Homesite Parcels.

2. A Location Map showing the location of Clusters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 and the individual Homesite Parcels (Units). Units 1 through 10 are in Cluster 1; 11 through 15 in Cluster 3; 16 through 27 in Cluster 5; 28 through 43 in Cluster 7; 44 through 55 in Cluster 8; 56 through 67 in Cluster 9; 68 through 86 in Cluster 11; 87 through 98 in Cluster 13; 99 through 110 in Cluster 15; 111 through 122 in Cluster 14; 123 through 134 in Cluster 12; 135 through 140 in Cluster 10; 141 through 146 in Cluster 6; 147 through 157 in Cluster 4; and 158 through 170 in Cluster 2.

3. Legal descriptions of each of the Homesite Parcels subject to this Declaration at the time of its initial recording and a drawing of the Clusters reflecting the individual Homesite Parcels. In each case, the drawing will follow the applicable legal description. On the drawing applicable to the legal description, the Homesite Parcel described therein is not crosshatched for ease of reference. Each of the legal descriptions identifies the homesite parcel involved by identifying it by its Numerical Order Designation (Column "A" number) after the words "Unit No.".

4. Some of the drawings refer to a Model designation such as "Model A, Model B," etc. These designations are references to the type (model type) of the structure originally planned for that homesite parcel. Such designations are <u>not</u> controlling and the actual model type structure constructed upon each homesite parcel may vary from the model type shown on the drawings in the absolute discretion of the Developer or Declarant.

SCHEDULE OF CLUSTERS AND HOMESITE PARCELS

"A"	"B"	"A"	"B"	"A"	"B"
1	800	16	838	31	9816
2	802	17	840	32	9812
3	804	18	842	33	9808
4	806	19	844	34	9804
5	808	20	846	35	9800
6	810	21	848	36	9801
7	812	22	850	37	9805
8	814	23	852	38	9809
9	816	24	854	39	9813
10	818	25	856	40	9817
11	820	26	858	41	9821
12	822	27	860	42	9825
13	824	28	9828	43	9829
14	826	29	9824	44	9833
15	828	30	9820	45	9837

EXHIBIT C

TO DECLARATION OF COVENANTS AND RESTRICTIONS
QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION

SCHEDULE OF CLUSTERS AND HOMESITE PARCELS

"A"	"B"	"A"	"B"	"A"	"B"
46	9841	76	9981	106	817
47	9845	77	9966	107	813
48	9851	78	9962	108	809
49	9855	79	9958	109	805
50	9859	80	9954	110	801
51	9863	81	9950	111	800
52	9867	82	9946	112	804
53	9871	83	9942	113	808
54	9875	84	9938	114	812
55	9881	85	9934	115	816
56	9901	86	9930	116	820
57	9905	87	895	117	824
58	9909	88	891	118	828
59	9913	89	887	119	832
60	9917	90	883	120	836
61	9921	91	879	121	840
62	9925	92	875	122	844
63	9929	93	871	123	850
64	9933	94	867	124	854
65	9937	95	863	125	858
66	9941	96	859	126	862
67	9945	97	855	127	866
68	9949	98	851	128	870
69	9953	99	845	129	874
70	9957	100	841	130	878
71	9961	101	837	131	882
72	9965	102	833	132	886
73	9969	103	829	133	890
74	9973	104	825	134	894
75	9977	105	821	135	9920

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SCHEDULE OF CLUSTERS AND HOMESITE PARCELS

"A"	"B"	"A"	"B"	"A"	"B"
136	9916	149	847	162	817
137	9912	150	845	163	815
138	9908	151	843	164	813
139	9904	152	841	165	811
140	9900	153	839	166	809
141	9852	154	837	167	807
142	9848	155	835	168	805
143	9844	156	833	169	803
144	9840	157	831	170	801
145	9836	158	825		
146	9832	159	823		
147	851	160	821		
148	849	161	819		

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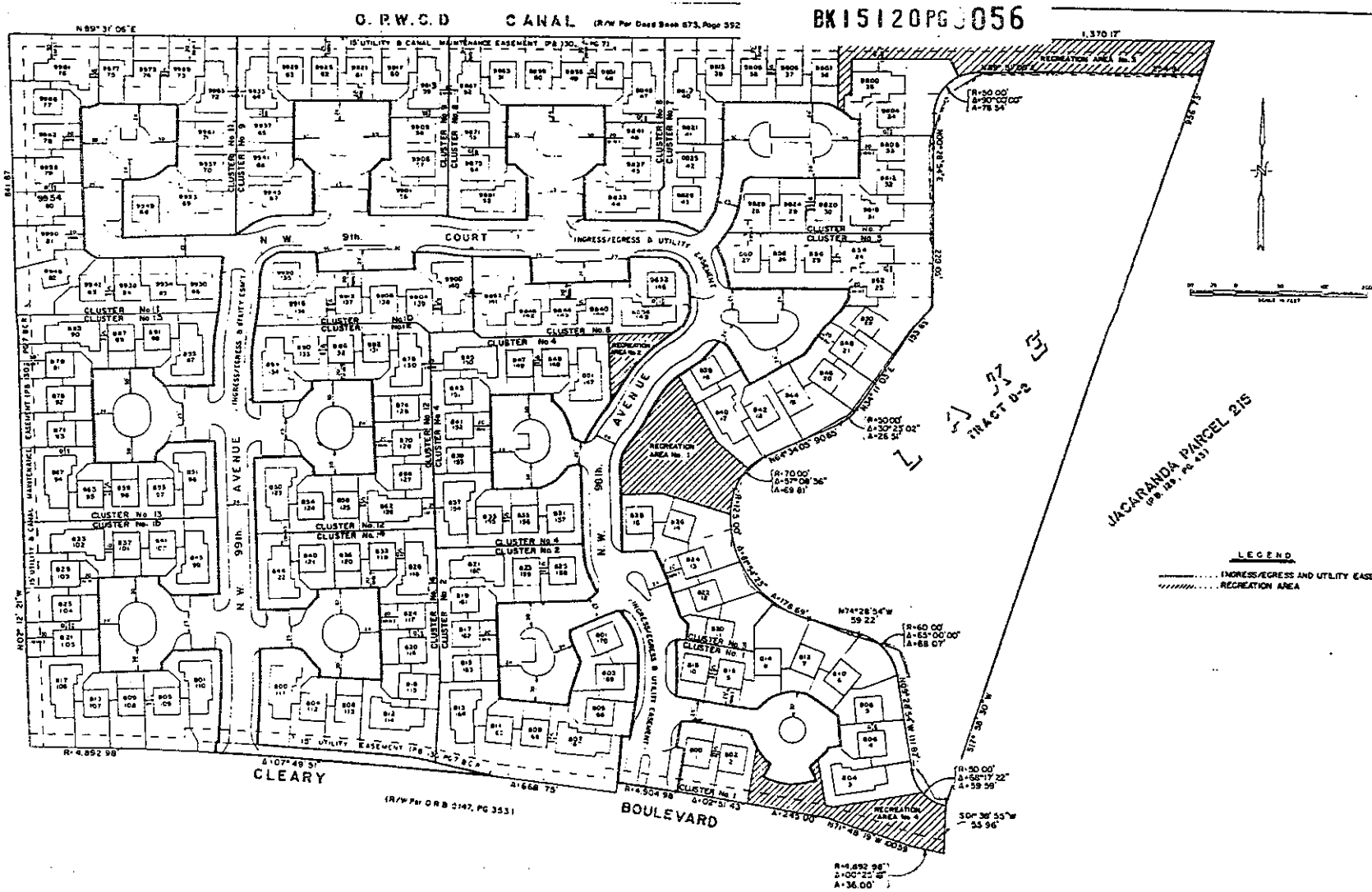

PREPARED FOR:

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1065 WEST HILLSBORO ROAD
POMPANO BEACH, FLORIDA 33069

QUATRAINE AT JACARANDA
III

JACARANDA
PARCEL 216

SCALE

PROJECT NUMBER
86-0688

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 26, 1988, as shown by the records of this office.

The document number of this corporation is N24504.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of January, 1988.

Jim Smith
Secretary of State

CR2E022 (8-87)

ARTICLES OF INCORPORATION

OF

QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC.

(A Corporation Not-for-Profit)

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.

NAME

The name of this corporation shall be:

QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II.

PURPOSE

The Corporation does not contemplate pecuniary gain nor profit, direct or indirect, to the Members thereof and the specific primary purposes for which it is formed are to provide for maintenance, preservation, control and operation of certain property within that certain real estate developments in Broward County, Florida, commonly known as QUATRAINE AT JACARANDA THREE - PHASE 1, and to otherwise promote the health, safety and welfare and to enhance the civic, social recreational interests of its Members.

In furtherance of these purposes, this Corporation shall have all the common law and statutory powers of a corporation which are not in conflict with the terms of these Articles or prohibited by Statute.

All funds and title to all properties acquired by the Corporation and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of these Articles, the By-Laws of the Corporation and the Declaration of Covenants and Restrictions for QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, which Declaration has been or will be recorded among the Public Records of Broward County, Florida.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III.

NON-PROFIT NATURE

PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

This Corporation shall never have nor issue any shares of stock, nor shall this Corporation distribute any part of the income of this Corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a reasonable amount to the members, directors or officers for services rendered, nor shall anything herein be construed to prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of Florida Statutes.

ARTICLE IV.

MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided interest in a dwelling unit (whether a detached home, an attached home or a condominium unit or cooperative unit), which is a part of that certain real estate development in Broward County, Florida, known as QUATRAINE AT JACARANDA THREE - PHASE 1, and which property is subject to any declaration of protective covenants, conditions and restrictions established by QUATRAINE AT JACARANDA III, A JOINT VENTURE, which declaration provides that the owner of said property is a Member of this Corporation, shall be a Member of this Corporation; provided that any such person or entity who holds such an interest merely 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 any property which is subject to assessments by the Corporation.

ARTICLE V.

VOTING RIGHTS

Every Member shall be entitled to one (1) vote for each homesite parcel in which he holds the interest required for membership under Article IV above. When more than one (1) person holds such interest or interests in any residential unit, all such persons shall be members and the vote for such residential unit membership shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) residential unit. Voting rights shall also exist in QUATRAINE AT JACARANDA III, A JOINT VENTURE, and/or

the Developer, and its successor as the Developer of QUATRAINE AT JACARANDA THREE - PHASE 1, if other than QUATRAINE AT JACARANDA III, A JOINT VENTURE, to the extent that it shall own dwelling units in the development. Any voting rights may be assigned by proxy or other written instrument sufficient in law to transfer such voting rights. The By-Laws may provide, when consistent with the declaration of covenants and restrictions mentioned in Article IV hereof, that the voting rights of members may be exercised by condominium associations or other homeowners' associations in QUATRAINE AT JACARANDA THREE - PHASE 1, not including this Corporation, in which the members of this Corporation are also members therein.

ARTICLE VI.

ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to QUATRAINE AT JACARANDA THREE - PHASE 1 and to membership may be made by QUATRAINE AT JACARANDA III, A JOINT VENTURE, in accordance with provisions of the Declaration of Covenants and Restrictions applicable to QUATRAINE AT JACARANDA THREE - PHASE 1.

ARTICLE VII.

BOARD OF DIRECTORS

This Corporation shall be governed by a Board of Directors consisting of not less than 3 nor more than 9 persons as provided for in the By-Laws. In the absence of any provision in the By-Laws designating the number of Directors, the number thereof shall be 5, provided, however, that until the first annual meeting of the Members of this Corporation subsequent to its incorporation this Corporation shall be governed by a Board of Directors consisting of 3 persons. The names and post office addresses of the persons who will serve as Directors until the first annual meeting of the Members subsequent to the time members other than the Developer are entitled to elect two (2) Directors, or until their successors are elected and qualify, are listed below. The initial Directors named below need not be Members of the Corporation.

NAME	POST OFFICE ADDRESS
GEORGE MCARDLE	10440 Taft Street, Pembroke Pines, FL 33026
DAVID SPEAR	10440 Taft Street, Pembroke Pines, FL 33026
JEFFREY SPEAR	10440 Taft Street, Pembroke Pines, FL 33026

ARTICLE VIII.

MANAGEMENT OF THE AFFAIRS OF THE CORPORATION - OFFICERS

The affairs of this Corporation shall be managed by its officers, subject, however, to the directions of its Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles or of the By-Laws.

The Board of Directors may elect officers and the officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers and assistant officers as may be decided upon and elected by the Board. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the office of President and Vice President shall not be held by the same person, nor the office of President, Secretary or Assistant Secretary by the same person. The term of each office shall be one (1) year. Subsequent to the first annual meeting held after incorporation, either the President or a majority of the Vice Presidents must be a Member of the Corporation. The names of the officers who are to serve until the first election by the Board of Directors are as follows:

President	:	L. William Spear
Vice President	:	George McArdle
Vice President	:	David Spear
Vice President	:	Jeffrey Spear
Treasurer	:	David Spear
Secretary	:	George McArdle
Assistant Secretary	:	Jeffrey Spear
Assistant Secretary	:	Mary Abramson
Assistant Secretary	:	Ivonne Lorie

The mailing address for all of the above officers is: 10440 Taft Street, Pembroke Pines, Florida 33026.

None of the above officers specifically named in these Articles shall be required to be a member of this Corporation to hold office.

ARTICLE IX.

TERM

This Corporation shall have perpetual existence.

ARTICLE X.

REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for this Corporation shall be

ROBERT I. SHAPIRO

and the Registered Office shall be

Suite 1050, Rivergate Plaza, 444 Brickell Avenue, Miami, Florida 33131

or such other other person or such other place as the Board of Directors shall from time to time direct, with appropriate notice being given to the Secretary of State in accordance with law.

ARTICLE XI.

MORTGAGES AND OTHER INDEBTEDNESS

The Corporation shall have the power to mortgage its properties subject only to restrictions, if any, contained in the By-Laws, and in any declaration of protective covenants, conditions and restrictions applicable to QUATRAINE AT JACARANDA THREE - PHASE 1 unless prohibited by applicable law.

ARTICLE XII.

REMOVAL OF OFFICERS AND DIRECTORS

Any officer may be removed prior to the expiration of his term of office in the manner provided hereinafter, or in such manner as provided in the By-Laws. Any officer may also be removed for cause by a two-thirds (2/3) vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of this Corporation may be removed with or without cause, and for any reason, upon a petition in writing of a majority of the Members of this Corporation approved at a meeting of Members called at least in part for the purpose, by a two-thirds (2/3) vote of the membership. The petition calling for the removal of such officer and/or director shall set forth a time and place for the meeting of Members, and notice shall be given to all Members of such special meeting of the Members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting the officer and/or director whose removal is sought shall be given the opportunity to be heard. In the event there shall be a provision of Florida law which is controlling and exclusive with respect to the manner of the removal of an officer and/or director, then that provision of law shall apply in lieu of the foregoing so long as such provision shall be effective.

ARTICLE XIII.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of

Directors approves such settlement and reimbursement as being in the interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIV.

BY-LAWS

The By-Laws of this Corporation are to be made and adopted by a majority vote of the Directors and said By-Laws may not be altered, amended or rescinded except as provided in the By-Laws.

ARTICLE XV.

CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between this Corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any director or officer of this Corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XVI.

AMENDMENT

These Articles of Incorporation may be amended by the Members from time to time, subject to the following restrictions:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Members at which such proposed amendment is to be considered.

(b) Such amendment must be approved by a vote of not less than three-fifths (3/5) of the total number of votes of Members.

(c) Such amendments may be certified by any two (2) officers of the Corporation as having been enacted by the required vote.

(d) Alternatively, the Board of Directors may approve submitting a proposed amendment to these Articles to the membership in writing. Such proposed amendment shall be sent to all members of the Corporation and such fact must be certified to by an officer of the Corporation in charge of the mailing by a certificate filed among the Corporate records, and such amendment shall be deemed approved when no less than three-fifths (3/5) or sixty (60%) percent of the members shall have approved the same in writing. Amendments shall take effect in accordance with their provisions but not sooner than permitted by law, and if there be no such provision then in accordance with Law.

(e) No amendment shall be effective which impairs or dilutes any rights or obligations of members or other persons that are governed by any recorded declaration of covenants, conditions and restrictions applicable to the properties which are part of the property interests created thereby.

(f) Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation may be adopted or become effective without the prior written consent of QUATRAINE AT JACARANDA III, A JOINT VENTURE, so long as it owns any property in QUATRAINE AT JACARANDA THREE - PHASE 1. QUATRAINE AT JACARANDA III, A JOINT VENTURE, may assign the right contained in this Article to any successor Developer holding title to the undeveloped portions of the lands in QUATRAINE AT JACARANDA THREE - PHASE 1 and/or developed portions of the land which are as yet unsold to a third party. The assignment transfering the rights contained in this Paragraph (f) to a successor Developer shall designate such transfer with specificity.

ARTICLE XVII.

SUBSCRIBER

The name and post office address of the Subscriber to these Articles of Incorporation are as follows:

NAME	POST OFFICE ADDRESS
Robert I. Shapiro	Suite 1050, 444 Brickell Avenue Miami, Florida 33131

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade County, Florida, this 25 day of January, 1988.

(SEAL)

ROBERT I. SHAPIRO

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared

ROBERT I. SHAPIRO

to me well known and known to me to be the identical individual described in and who executed the foregoing Articles of Incorporation of QUATRAINE THREE - PHASE I HOMEOWNERS' ASSOCIATION, INC., and who acknowledged before me that he signed and executed the same for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami, Dade County, Florida, this 25 day of January, 1988.

NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 25, 1991
Bonded Thru Troy Fain - Insurance Inc.

CERTIFICATE ACCEPTING DESIGNATION
AS
REGISTERED AGENT

I HEREBY CERTIFY that I have accepted the designation as Registered Agent of

QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC.

and agree to serve as its agent to accept service of process within this State at its Registered Office,

(SEAL)
ROBERT I. SHAPIRO

FILED
88 JAN 26 PM 12:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS

OF

QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I.

1. The name of this corporation is:

QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC.

2. The principal office of the corporation is:

10440 Taft Street, Pembroke Pines, Florida 33026

or at such other place as the Directors may from time to time designate.

ARTICLE II.- PURPOSES.

The purposes for which this Corporation is formed are to provide for the maintenance, preservation, control and operation of certain property within that certain real estate development in Broward County, Florida, commonly known as QUATRAINE AT JACARANDA THREE - PHASE 1 and to otherwise promote the health, safety and welfare and otherwise to enhance the civic and social recreational interests of the members of this Corporation; and to exercise all powers granted to it under the laws of Florida which are not in conflict with the terms of the Articles of Incorporation, these By-Laws, and the Declaration of Covenants and Restrictions applicable to QUATRAINE AT JACARANDA THREE - PHASE 1 or prohibited by Statute. Without limiting the generality of the foregoing, this Corporation shall have the power to acquire, hold, encumber and convey and otherwise deal in and with real and personal property.

ARTICLE III.- DECLARATION OF COVENANTS AND RESTRICTIONS.

There is recorded among the Public Records of Broward County, Florida, a Declaration of Covenants and Restrictions, QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, applicable to QUATRAINE AT JACARANDA THREE - PHASE 1 in which QUATRAINE AT JACARANDA III, A JOINT VENTURE, was the Declarant, which Declaration was dated the 8th day of February, 1988, in Official Records Book 15120 at Page 0001. Whenever in these By-Laws reference is made to the Declaration of Covenants and Restrictions or to the Declaration of Covenants and Restrictions applicable to QUATRAINE AT JACARANDA THREE - PHASE 1, that reference shall be deemed to be to the within described Declaration of Covenants and Restrictions as the same may be amended from time to time in accordance with the provisions of the Declaration of Covenants and Restrictions applicable to amendment.

ARTICLE IV.- DIRECTORS AND OFFICERS.

A. DIRECTORS

1. The affairs of the Corporation shall be managed by a Board of Directors composed as follows:

(a) So long as the Developer described in Paragraph 2 below or the Declarant in the Declaration of Covenants and Restrictions defined in Article III above is in control of the Board of Directors of this Association as evidenced by its right to elect or appoint a majority of Directors, then the number of Directors shall be either 3 or 5, as designated by the Developer or Declarant, whichever has the right of appointment from time to time, except that once Developer or Declarant has increased the number of Directors to 5 it may not thereafter reduce the number to 3 without the unanimous consent of all Directors.

(b) Once the Developer or Declarant, as the case may be, no longer has the right to elect or appoint a majority of the Board of Directors, then the number of Directors shall be increased to 5. The membership may thereafter, however, by resolution approved by a majority of votes, at any meeting of members at which a quorum is present, establish and change from time to time the number of directors of 3, 5 or 7 directors, except that any decrease in the number of directors shall not be effective until the next election of directors as long as there are incumbent directors exceeding that number. If the number of directors is increased, the membership may at the same meeting at which the number was increased, fill the vacant directorships by simple election, in the absence of which the directors may thereafter fill such vacancies.

The foregoing notwithstanding, the first Board of Directors shall be composed of those persons who are designated in the Articles of Incorporation and who shall serve until the first annual meeting of members subsequent to the turnover of control by Developer and/or until their successors are elected and shall qualify.

2. Directors shall be designated and elected as set forth in this Article IV in accordance with the provisions of the Declaration of Covenants and Restrictions applicable to QUATRAINE AT JACARANDA THREE - PHASE 1 and in all events the provisions of Paragraphs 3 of Article III of that Declaration shall prevail. In particular, the Developer as defined in the Declaration of Covenants and Restrictions, which is initially QUATRAINE AT JACARANDA III, A JOINT VENTURE, or the Declarant as identified in Article III above, shall have the right to appoint or elect a majority of the Board of Directors of this Corporation during such period of time as the Developer is actually constructing, developing or offering for sale any portion of the development, or dwelling units therein, known and defined as QUATRAINE AT JACARANDA THREE - PHASE 1 in the Declaration of Covenants and Restrictions, for the maximum period permitted by Law in the State of Florida in force and effective on the date of the recording of the Declaration of Covenants and Restrictions, and such modifications to the Law as may by operation of law be applicable thereto, which increase the period of Developer's or Declarant's control, but in no event for a period longer than three months after the development known as QUATRAINE AT JACARANDA THREE - PHASE 1 is completed and sold out. The Developer or Declarant may relinquish in whole or in part the rights reserved herein in the manner set forth in Paragraph 3, Article III of the Declaration of Covenants and Restrictions.

3. Subject always to the restrictions and requirements of Paragraph 2 hereof, Directors of this Corporation who are not to be elected or appointed by the Developer or Declarant shall be elected by the membership as follows:

(a) So long as the Developer or Declarant shall have the right to appoint or elect and does in fact appoint or elect a majority of the Directors of this Corporation, the Directors not appointed or elected by Developer or Declarant shall be elected by the membership at the annual meeting or at such other special meeting of the members as shall be called at least in part for the purpose of electing such Directors. Directors elected at such a meeting shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.

(b) At least fourteen (14) days before the meeting at which such Directors are to be elected, a complete list of members entitled to vote at such election together with the residence of each shall be prepared by the Secretary and shall be open at the office of the Corporation for fourteen (14) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.

(c) Nominations shall be from the floor at the annual membership meeting and a vote shall be had by written ballot if more persons than the number of vacancies shall be nominated to fill the vacancies. The persons receiving the highest number of votes shall be declared elected.

(d) Should for any reason Developer or Declarant, whichever shall have then relinquished the right to appoint or elect a majority of Directors or otherwise be prohibited from exercising such rights by application of Law, then the Developer or Declarant, as the case may be, shall have the continuing right to appoint or elect at least one (1) member of the Board of Directors until three (3) months after the development known as QUATRAINE AT JACARANDA THREE - PHASE 1 is fully completed and sold out. Developer's or Declarant's right to elect or appoint a majority of the Directors as set forth in these By-Laws and in the Declaration of Covenants and Restrictions hereinabove identified are declared to be and agreed to be, by all members of this Association, contractual rights running in favor of Developer and Declarant and nothing in these By-Laws or in the Articles of Incorporation of this Association shall be deemed to be an agreement by the Developer or Declarant to permit a modification of its rights to be effected by operation of law. No amendment to these By-Laws shall be effective to modify or amend this subparagraph IV-A without the consent of Developer or Declarant then having the rights herein mentioned.

(e) At least a majority of the directors shall be members of the Corporation, except those persons designated as the first Board of Directors by the Articles of Incorporation, except for members elected or appointed by the Developer or Declarant in accordance with Article III of the Declaration of Covenants and Restrictions of QUATRAINE THREE - PHASE I HOMEOWNERS' ASSOCIATION, and except for designees of members who are not natural persons as more fully described in Article VII hereafter.

(f) No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

B. OFFICERS

The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as the Board of Directors shall appoint. The officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board and at such meeting the Board shall elect the aforesaid officers. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor the office of President, Secretary or Assistant Secretary by the same person. Officers elected at the first meeting of the Board shall hold office until the next ensuing annual meeting of Directors following the next succeeding annual meeting of members, or until their successors shall have been elected and shall qualify. The initial officers specifically named in the Articles of Incorporation shall not be required to be members of the Corporation to hold office.

C. RESIGNATION, VACANCY, REMOVAL.

Any director or officer of the Corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, it shall be filled as follows:

1. If the vacancy occurs in a position which the Developer or Declarant has appointed or elected and retains the right to appoint or elect, then the Developer or Declarant shall fill the vacancy in such manner as it sees fit.

2. If the vacancy occurs in the position of any other Director, his replacement shall be elected or appointed in accordance with the provisons of Paragraph A.3.(a) or (e) of this Article IV above pertaining to Directors not appointed by Developer or Declarant, whichever was applicable to the election of the Director causing the vacancy, except as provided in subparagraph 3 below.

3. If a vacancy occurs in the position of a Director elected by the membership under the provisions of Paragraph A.3.(a) of this Article IV, then his replacement shall be appointed by those members of the Board of Directors not appointed or elected by the Developer and if there be none, by the membership at a special meeting of the membership called at least in part for the purpose.

4. Directors elected or appointed to fill vacancies shall hold office for the unexpired term of the Director being replaced, but shall, in all events, be subject to removal and to such other conditions applicable to their term of office as was applicable to the Director being replaced.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

A majority of members of the corporation present at any regular meeting or special meeting duly called at least in part for the purpose and at which a quorum is present may remove any director or officer for cause affecting his ability or fitness to perform his duties. Officers and directors may also be removed from office as provided in Article XII of the Articles of Incorporation or in accordance with the provisions of applicable Florida statutory law in force on the date of the adoption of these By-Laws, so long as that provision remains law. The foregoing notwithstanding, if the provisions of Florida law shall restrict or provide an exclusive method for removal of directors, then that method shall be applicable in lieu of the foregoing.

D. EXECUTIVE COMMITTEE.

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee, to consist of two or more members of the Board, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required. Nothing in this Paragraph nor in the resolution appointing an Executive Committee shall relieve any member of the Board of Directors of the responsibilities they would otherwise have for acts of the Board of Directors under the laws of the State of Florida.

ARTICLE V - POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF.

The powers granted to the Corporation shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Articles of Incorporation, the Declaration of Covenants and Restrictions, these By-Laws or by law; and the aforementioned powers of the Corporation shall include but not be limited to the following:

1. All of the powers provided for in the Articles of Incorporation, and the Declaration of Covenants and Restrictions.

2. The power to levy and collect assessments.

3. The power to levy and collect special assessments.

4. The power to expend monies collected for the purpose of paying the expenses of the Corporation.

5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the property in QUATRAINE AT JACARANDA THREE - PHASE 1 over which it has any managerial or control function or responsibility.

6. The power to insure and keep insured the buildings and improvements of the Corporation.

7. The power to employ the personnel required for the operation of the Corporation's properties or properties which it manages or controls.

8. The power to pay utility bills for utilities serving the Corporation's properties and/or property which it manages or controls.

9. The power when not in conflict with applicable law to contract for the management of its properties and/or properties which it manages or controls and to delegate to its management agent as manager, all of the powers and duties of the corporation, except those things which must be approved by members.

10. The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

11. The power to improve its property subject to the limitations of the Declaration of Covenants and Restrictions.

12. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Covenants and Restrictions and the regulations promulgated by the Corporation in accordance with the authorities granted it in those documents; and in addition the power to enforce the provisions of any other declaration of covenants and restrictions appertaining to QUATRAINE AT JACARANDA THREE - PHASE 1.

13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from members for violation of the provisions of the Declaration of Covenants and Restrictions or these By-Laws.

14. The power to pay all taxes and assessments which are liens against its properties.

15. The power to select depositories for the corporate funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, encumber, convey, and deal in real and personal property.

17. The power to establish the office of additional officers of this Corporation and to appoint all officers.

18. The power to propose and adopt the budget for the Corporation. The Board of Directors may, at its option, but shall not be required to do so, submit a proposed budget to the membership for its approval in lieu of adopting the budget itself. In either case, the Board of Directors shall give such notice to the membership as shall be required by Law or these By-Laws.

19. The power to hire certified public accountants, attorneys, and other professionals to render services to this Corporation consistent with its powers, duties, purposes and/or obligations, whether contained herein, in the Articles of Incorporation, or the Declaration of Covenants and Restrictions of QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION.

ARTICLE VI - DUTIES OF OFFICERS

1. The President shall:

   (a) act as presiding officer at all meetings of the Corporation and of the Board of Directors, but if the President is not a director of the Corporation, he shall have no vote in Director's meetings unless the Directors, by resolution approved by 5/6ths of their number shall authorize the President to vote in the case of ties. If, however, the President is a Director, he shall be entitled to vote in all cases at Director's meetings.

(b) call special meetings of the Board of Directors and of members.

(c) sign with the Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Corporation, except those which the Board of Directors specifies may be signed by other persons.

(d) perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

(e) appoint committees and to be ex-officio member of all committees, and render an annual report at the annual meeting of members.

2. The Vice President shall:

(a) act as presiding officer at all meetings of the Corporation and of the Board of Directors when the President is absent.

(b) perform other acts and duties required of the President, in the President's absence.

(c) perform such other duties as may be required of him by the Board of Directors.

3. Should the President and Vice President be absent from any meeting, the Directors shall select from among their members a person to act as chairman of the meeting.

4. The Secretary shall:

(a) attend all regular and special meetings of the members of the Corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(b) have custody of the corporate seal and affix same when necessary or required.

(c) attend to all correspondence on behalf of the Board of Directors; prepare and serve notice of meetings; keep membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board at its next regular meeting.

(d) perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.

(e) have custody of the minute book of the meetings of directors and members, which minute book shall at all times be availale at the office of the corporation for the information of directors and officers, and act as transfer agent to record transfers and regulations in the corporate books.

5. The Treasurer shall:

(a) attend all meetings of the membership and of the Board of Directors.

(b) receive such monies as shall be paid into his hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(c) supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

The treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VII - MEMBERSHIP AND VOTING RIGHTS.

1. Membership in this Corporation is restricted to those persons entitled to be members in accordance with the Articles of Incorporation. Once the Declaration of Covenants and Restrictions described in Article III hereof has been recorded among the Public Records, membership in the Corporation is an appurtenance to a homesite parcel, is acquired by the owner of a homesite parcel automatically upon his acquisition of title, and is terminated automatically upon his divestiture of title.

2. The owner of each homesite parcel shall be entitled to cast one vote (voting interest) at all meetings of the members. If a homesite parcel is owned by more than one owner or by other than a natural person, there shall nevertheless be only one membership assigned to such parcel, and the voting interest for such membership shall be cast by the person designated in a Voting Certificate to be executed by all owners of said parcel and delivered to the Secretary of the Corporation and, except as specifically noted below, in the absence of such a Certificate such vote shall not be counted. The Voting Certificate shall be effective until terminated in writing or until a successor designee is so appointed.

3. If the owner of a homesite parcel is not a natural person but is a corporation, partnership, trust or other entity, then such entity shall by appropriate resolution of its directors or partners, or by appointment of its executive officers, designate by a Voting Certificate delivered to the Secretary of the Corporation, the natural person to exercise its membership rights, including the right to vote its voting interests, and such designee shall otherwise be treated as a member for the purpose of qualifying as a director or officer of this Corporation. In the absence of a Voting Certificate, the president, general partner or trustee of the entity, as the case may be, shall by giving proof of their office to the Secretary of the Corporation, qualify as the designee of the entity.

4. In the event there shall be multiple owners of a homesite parcel, they shall all qualify for directors or officers of this Corporation and be deemed members for that and all other purposes except voting. All multiple owners of a parcel must by execution of a Voting Certificate designate the person entitled to cast the voting interests for that homesite parcel. If, however, the co-owners shall constitute a husband and wife, they need not designate the one of them entitled to cast the voting interests and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interests. The appearance at any meeting of any co-owner of a homesite parcel shall constitute that parcel's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to cast the voting interest.

ARTICLE VIII - MEETINGS, SPECIAL MEETINGS, QUORUM, PROXIES.

A. Meetings of Members

1. Place of Meetings. All meetings of the Corporation shall be held at the office of the Corporation, or may be held at such time and place as shall be stated in the notice thereof.

2. Annual Meetings. Annual members' meetings shall be held at the office of the Corporation or at such other location as shall be established by the Board of Directors, upon a date appointed by the Board of Directors, which shall fall between the 15th day of January and the 28th day of February, in each and every calendar year subsequent to incorporation. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time.

3. Special Meetings. Special meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary upon receipt of a written request from members of the Corporation owning a majority of the residential units. Business transacted at all special meetings shall be confined to the subjects and action to be taken as stated in the notice of meeting unless by vote of not less than 3/5ths of those present and voting the membership approves considering matters or actions not stated in the notice.

4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the corporation at least twelve (12) hours prior to the meeting unless the members present at the meeting, who need not number a quorum, shall waive this requirement by majority vote. A proxy shall be valid and entitle the holder thereof to vote at the meetings for which given and any adjourment thereof. In no event shall a proxy be valid for a period longer than 90-days after the date of the first meeting for which it is given. Every proxy shall be revocable at any time at the pleasure of the person executing it.

5. Quorum. A quorum for the transaction of business at the annual meeting and any special meeting shall consist of a majority of all members who must be present either in person or proxy, but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date and/or waive the 12-hour prefiling requirement for proxies.

6. Voting Required to Make Decision. When a quorum is present at any meeting, the vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration or these By-Laws or any applicable Statute provide otherwise, in which event the vote prescribed by the Declaration or the By-Laws or such Statute shall control.

B. Directors' Meetings.

1. Organizational Meeting - Regular Meetings. The organizational meeting of the Board of Directors may be held at the office of the Corporation, or at such other location as shall have been established by the Board of Directors immediately following the annual meeting of members and if so held, without notice being required, or within ten days thereafter upon such date as the directors may appoint, in which case 3-days notice of such meeting shall be required, unless the directors shall unanimously waive notice of such meeting and evidence the same by a writing executed before, during or after said meeting. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate in which event no notice need be sent to the directors, once said schedule has been adopted.

2. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of a majority of directors. All notices of special meetings shall state the purpose.

3. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be terminated without further notice.

4. Waiver. Directors may waive notice of the meeting of directors before, at or subsequent to the meeting, except where prohibited by law.

ARTICLE IX - NOTICE

1. Annual Meeting. Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice at least fourteen (14) days prior to the meeting and must be posted in a conspicuous place on the Corporation property at least fourteen (14) days prior to the meeting. The mailing of the notice of annual meeting need not be sent by certified or registered mail unless Florida Law applicable to this Corporation and these By-Laws shall require it, in which case such requirement shall be waivable in the manner provided by that Law. This provision shall not be construed to make applicable to this Corporation changes in the Statutory Law becoming effective after the adoption of these By-Laws, unless such provision would otherwise be applicable or would be applicable notwithstanding contrary provisions in these By-Laws.

2. Special Meetings. Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to notice at least five (5) days prior to such meeting.

3. Waiver. Members may waive notice of meetings of members prior to, at or subsequent to any meetings of members except where prohibited by law. Nothing in these By-Laws shall be construed to prevent members from acting by written agreement without meetings.

ARTICLE X - PROCEDURE.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and the By-Laws of the Corporation or with the Statutes of the State of Florida.

ARTICLE XI - ASSESSMENTS AND MANNER OF COLLECTION.

Assessments shall be determined, imposed, utilized and enforced as provided for in Article IX, entitled "ASSESSMENTS", of the Declaration of Covenants and Restrictions. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Corporation and to establish reasonable budgets therefor from time to time, all in accordance with the Declaration of Covenants and Restrictions, and especially Article IX thereof.

Regular assessments shall be paid by the members on a monthly or quarterly basis as the Directors shall choose, unless the membership shall approve a different period for payment, but in no event shall such payments be less frequently than quarterly.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Corporation.

Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all members.

Assessments are due as provided in the Declaration and if the Declaration does not so provide, on the date stated in the notice of assessment. Assessments not paid when due or within any grace period permitted therefor shall bear interest from the due date at a rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate. The Board of Directors may also establish a uniform late charge in accordance with the applicable provisions of the Declaration or in accordance with this provision, which rate charge may in no event exceed amounts permitted by law therefor. Interest and late charges may apply to each installment of any assessment which is payable in installments. Any lien to which the Association is entitled in accordance with the Declaration or law as security for the payment of assessments shall also secure the interest and late charges, if any, due upon the unpaid assessments or installments thereof.

In the event an assessment is not paid within the time permitted therefor in the Declaration of Covenants and Restrictions, the corporation, through the Board of Directors, may proceed to enforce and collect said assessment, including the interest and late charge due thereon, from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Covenants and Restrictions and these By-Laws. Each residential unit owner shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable attorneys' fees and costs incurred by the corporation in the collection of sums due and the enforcement of any lien held by the corporation.

ARTICLE XII - FISCAL MATTERS

1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

2. Depositories. The funds of the Corporation shall be deposited in a bank or banks in Broward or Dade County, Florida, in an account for the Corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or the Vice President, or such other persons as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for corporate purposes.

If necessary, and demanded by mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

3. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Corporation, and from any contractor, handling or responsible for Corporation funds. In all events the requirements of Florida Law for bonding shall control. The premiums for such bonds shall be paid by the Corporation.

4. Records. The Corporation shall maintain accounting records according to good accounting practices which shall be open to inspection by members or their authorized representatives and to any of their mortgagees holding first mortgages encumbering a dwelling unit in QUATRAINE AT JACARANDA THREE - PHASE 1, at reasonable times, written summaries of which shall be supplied at least annually to members or their

authorized representatives and to any of their mortgagees holding first mortgages encumbering a dwelling unit in QUATRAINE AT JACARANDA THREE - PHASE 1 who requests such reports. Such records shall include all receipts and expenditures and an account for each unit which shall designate the name and address of the member, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, the balance due and a register for the names of any mortgage holders or lien holders who have notified the Corporation of their liens and to which lienholders the Corporation will give notice of default if required.

5. Annual Statement. The Board of Directors shall present to each annual meeting a full and clear statement of the business and condition of the Corporation.

6. Insurance. The Corporation shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Covenants and Restrictions and/or which the Directors otherwise deem advisable.

ARTICLE XIII - ADMINISTRATIVE RULES AND REGULATIONS.

The Board of Directors may from time to time adopt rules and regulations governing the details of the operation and use of the property owned by the Corporation and property over which the Corporation has such control, and such other rules and regulations as are designed to prevent unreasonable interference with the use of such property by the members, and all members shall abide thereby provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect. All rules and regulations are required to be consistent with provisions and requirements of the Declaration of Covenants and Restrictions.

ARTICLE XIV - VIOLATIONS AND DEFAULT.

A. In the event of a violation (other than non-payment of an assessment by a unit owner) of any of the provisions of the Declaration of Covenants and Restrictions, these By-Laws, the Rules and Regulations of the corporation, the Charter or of law, the Corporation, after reasonable notice to cure not to be less than fifteen (15) days, shall have all rights and remedies provided by law including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief and, in the event of a failure to pay assessments, the right to foreclose its lien provided in the Declaration of Covenants and Restrictions and in every such proceeding the member at fault shall be liable for court costs and the Corporation's reasonable attorney's fees. If the Corporation elects to enforce its lien by foreclosure, the member shall be required to pay a reasonable rent for his residential unit during the litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

B. The Corporation may suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations, except that under no circumstances shall the Corporation have the right to suspend any easement rights of ingress and egress, whether such rights of ingress and egress be of the members, the owners of unimproved property within QUATRAINE AT JACARANDA THREE - PHASE 1, the Declarants, or the Developer.

ARTICLE XV - AMENDMENT OF BY-LAWS - SPECIAL VOTING REQUIREMENT.

These By-Laws may be amended by the members from time to time, subject to the following restrictions:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the members at which such proposed amendment is to be considered. An amendment may be proposed by resolution of the Board of Directors or by a petition signed by members entitled to cast twenty (20%) percent of the votes of members.

(b) Such amendment must be approved by a vote of not less than three-fifths (3/5) of the total number of votes of members present and voting at a meeting at which a quorum is present in accordance with these By-Laws.

(c) Such amendments may be certified by any two (2) officers of the Corporation as having been enacted by the required vote.

(d) Alternatively, the Board of Directors may approve submitting a proposed amendment to these By-Laws to the membership in writing. Such proposed amendment shall be sent to all members of the Corporation and such fact must be certified to by an officer of the Corporation in charge of the mailing by a certificate filed among the Corporate records, and such amendment shall be deemed approved when not less than three-fifths (3/5) or sixty (60%) percent of the members shall have approved the same in writing. Amendments shall take effect in accordance with their provisions but not sooner than permitted by law, and if there be no such provision, amendments shall take effect when a Certificate thereof, executed in accordance herewith is filed among the Corporate records. Notice of the passage of amendments adopted in this manner shall be mailed to all members.

(e) No amendment shall be effective which impairs or dilutes any rights or obligations of Members or other persons that are governed by any recorded declaration of covenants, conditions and restrictions applicable to the properties which are part of the property interests created thereby.

(f) Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws or to the Articles of Incorporation may be adopted or become effective without the prior written consent of QUATRAINE AT JACARANDA III, A JOINT VENTURE, so long as it owns any property in QUATRAINE AT JACARANDA THREE - PHASE 1 and so long as it is the Developer of QUATRAINE AT JACARANDA THREE - PHASE 1. QUATRAINE AT JACARANDA III, A JOINT VENTURE, may assign the right contained in this Article to its successor or to the Developer by an assignment specifying such transfer with specificity.

ARTICLE XVI - VALIDITY.

If any By-Law, regulation or rule shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVII - CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF COVENANTS AND RESTRICTIONS.

These By-Laws and the Articles of Incorporation of the Corporation shall be construed, in the event of any ambiguity or lack of clarity, consistent with the provisions of the Declaration of Covenants and Restrictions applicable to QUATRAINE AT JACARANDA THREE - PHASE 1. In the event of conflict, the provisions of said Declaration of Covenants and Restrictions shall control. In the event of conflict of any of them with other previously existing covenants and restrictions appertaining to QUATRAINE AT JACARANDA THREE - PHASE 1 which were recorded prior to the Declaration of Covenants and Restrictions of QUATRAINE AT JACARANDA THREE - PHASE 1, the provisions of those covenants and restrictions shall control.

THE FOREGOING were adopted as the By-Laws of QUATRAINE THREE - PHASE 1 HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit, under the laws of the State of Florida, by the Directors at a meeting of the Board of Directors in accordance with the Articles of Incorporation, on the 8th day of February, 19 88.

Secretary George E. McArdle

APPROVED:

Vice President David A. Spear

RULES THAT HAVE BEEN VOTED ON BY THE QIII BOARDS OF DIRECTORS

1. Cable wires running up the side of your home must be painted the same color as the home, black or white is not allowed.

2. Paint colors: Green 505, Beige OC-4, Gray OC-51, Yellow HC-33, Peach OC-80, Trim is Super White, Bricks are Rustic 2091-20. In Feb 2002, a new rule was passed giving home owners the option of the garage door being white or the color of the house. Discussed in minutes of Dec 2003, steps and sidewalks must be original cement or the color of the house (no other color is acceptable)

3. The paint is Benjamin Moore and is sold at Miller Paints Plantation 954-475-2227. The paint is also sold at Home Depot.

4. Before painting your home, you must submit an Architectural Modification Form (AMF) with a sample of the color you want to use.

5. The color of the roof tiles is sandlot grey. Please repair broken roof tiles.

6. Fences are 5' Shadow box in compliance with the City of Plantation ordinances. 6' fences are not allowed.

7. Basketball hoops must be stored away when not in use.

8. Carriage lights added to either side of garage doors must be approved with an AMF form.

9. Food and drink (other than water) is not allowed at the pool because it attracts rodents, ants, and bugs. No glass bottles allowed.

10. Hurricane shutters must come down within 48 hours after a storm. They are a fire hazard if left up too long.

11. Please clean up after your dog. There are garbage cans through out the community to take care of this.

12. You are responsible for trimming trees in your back yard. Please hire a licensed arborist to do the job.

13. Anything put in your back yard can not go above the fence line.

14. From May 1, 2001 minutes, the schedule for delinquent accounts is as follows:

15 days late – friendly reminder letter from management company
30 days late – notice of default sent certified by management company
45 days late – turn over to attorney for certified demand letter
60 days late – attorney sends notice of lien
90 days late – attorney considers foreclosure proceedings

15. At the June 2003 meeting, the Fire Marshall for the City of Plantation stated that the areas around the center islands are designated fire lanes, and parking in those areas is not allowed.

16. For-Sale signs are not allowed on Quatraine III property or in homeowner's windows, as expressed in the by-laws. Homeowners will be fined $100/month if signs are not removed (minutes of Jan 2003)

17. Feb 2004 minutes: Rule was voted on unanimously to require roofs to be cleaned no less than once every two years, more often if needed, and to have the exterior of homes painted every six years. Homeowners get 60 days to have their roof or exterior of home cleaned upon receipt of a Violation Notice and 90 days to have exterior of home painted upon receipt of a Violation Notice.

18. July 2004: A homeowner requested approval to run an online business from home. A motion was made to approve this request and passed unanimously. The home business caused no additional outside traffic in the community.

19. In May 2006 minutes, there is a discussion about roof tiles. A homeowner asked if they can be white. He was told by the board that the tiles must be the approved existing gray tiles, either with or without ridges, and white is not authorized. I can't find where non-ridged tiles was approved, but it was approved several years ago pursuant to another homeowner's AMF.

20. July 2006: homeowners whose fences have not been repaired or replaced by the time the community fences have been painted will be billed whatever the charge is to have the painter come out a second time to paint so they will all match.

21. August 2006: New cleaning/painting compliance schedule (see 17 above): homes that need painting that they should be given 3 months [90 days] to comply after violation notice is sent and one month [30 days] for roof cleaning. We need to be consistent.

22. November 2006: According the Old Plantation Water Management District, there is a 10' easement around the lake between QIII and QIV. No planting by homeowners is allowed in that easement and would result in a violation.

23. June 2005 – Glass windows in front door was disapproved. Solid white door only.

24. In April 2002, an awning was approved for a homeowner. This awning is the type that folds up against the house/patio overhang when not in use, and matched the house color. This would be an alternative for those who currently use a freestanding canopy in their back yard.