Emerald Sound

at Silver Lakes

Declaration of Restrictions, Articles of Incorporation and Neighborhood Supplement

COPY

DECLARATION OF RESTRICTIONS

FOR

EMERALD SOUND AT SILVER LAKES

This Declaration, made this _____ day of December, 1992, by REGENCY HOMES, INC., a Florida corporation; and EWO INVESTMENTS U.S., INC., a Florida corporation, a Partnership u/a/d _____, 19____, d/b/a EMERALD SOUND AT SILVER LAKES.

W I T N E S S E T H :

WHEREAS, REGENCY HOMES, INC. and EWO INVESTMENTS U.S., INC., the record owner of the real property hereinafter described, desires to create a quality development with restrictions, covenants, servitude, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, REGENCY HOMES, INC. and EWO INVESTMENTS U.S., INC., declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitude, impositions, easements, charges and liens hereinafter set forth.

Said real property, subject to the Restrictions, is:

Lots K1 through K104, inclusive, of Silver Lakes at Pembroke Pines Phase II, according to the Plat thereof, as recorded in Plat Book 152, at Page 28, of the Public Records of Broward County, Florida.

Said land situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

ARTICLE I

DEFINITIONS

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

1. "SUBDIVISION" shall mean and refer to EMERALD SOUND AT SILVER LAKES according to the Plat thereof, as above described.

2. "SUBDIVIDER" shall mean and refer to Regency Homes, Inc. and EWO Investments U.S., Inc., presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration.

3. "ASSOCIATION" shall mean and refer to the Emerald Sound Homeowners' Association, Inc., presently having its principal place of business in Coral Springs, Florida, its successors or assigns of any or all of its rights under this Declaration. A copy of the Articles of Incorporation for the ASSOCIATION are attached hereto as Exhibit "A".

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

COPY

5. "MASTER DECLARATION" shall mean and refer to the Declaration of Protective Covenants, Conditions, Easements, and Restrictions for Silver Lakes Community, recorded in Official Record Book 17369 at Page 240 of the Public Records of Broward County, Florida, and any amendments and Supplements thereto.

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

7. "NEW CONSTRUCTION COMMITTEE" shall mean that certain committee as defined in the MASTER DECLARATION.

8. "MODIFICATION COMMITTEE" shall mean that certain committee as defined in the MASTER DECLARATION.

ARTICLE II

GENERAL RESTRICTIONS

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

2. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS. No building or structure of any kind including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved, as provided for in the MASTER DECLARATION and by the SUBDIVIDER or ASSOCIATION, in writing before any construction has begun. After approval, by all parties, any change in location, plot plan, exterior colors or exterior materials must be re-submitted for approval, as provided in the MASTER DECLARATION, and by SUBDIVIDER or ASSOCIATION. Failure to submit the plans, specifications, exterior colors, location and plot plan in detail and to scale, or failure to obtain the approval, pursuant to the MASTER DECLARATION, and of the SUBDIVIDER or ASSOCIATION shall be deemed a material breach of this Restriction. The MASTER ASSOCIATION, SUBDIVIDER or ASSOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Pembroke Pines Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. Neither the MASTER ASSOCIATION, nor NEW CONSTRUCTION COMMITTEE, nor MODIFICATIONS COMMITTEE, nor SUBDIVIDER nor ASSOCIATION will assume any responsibility in this regard before, during, or after construction on any of the lots in the SUBDIVISION, it being understood that the approval of the NEW CONSTRUCTION COMMITTEE, or MODIFICATION COMMITTEE pursuant to the MASTER DECLARATION, and SUBDIVIDER or ASSOCIATION relates only to the aesthetics of the improvements shown on the plans, and not to their technical sufficiency. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the NEW CONSTRUCTION COMMITTEE, or MODIFICATION

COMMITTEE pursuant to the MASTER DECLARATION, and SUBDIVIDER or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on any lot shall be permitted that in the sole judgement of SUBDIVIDER or ASSOCIATION, would be inharmonious or discordant, or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved, pursuant to the MASTER DECLARATION, and by SUBDIVIDER or ASSOCIATION in writing.

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

B. The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping including the planting of trees and shrubs on the lot. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the NEW CONSTRUCTION COMMITTEE, or MODIFICATION COMMITTEE pursuant to the MASTER DECLARATION and the SUBDIVIDER or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or blacktop or paved parking strips are to be allowed except as approved pursuant to the MASTER DECLARATION and by SUBDIVIDER or ASSOCIATION. The location, style and type of mailbox must be approved pursuant to the MASTER DECLARATION and by SUBDIVIDER or ASSOCIATION prior to installation. All mailboxes must be maintained in good condition as determined by SUBDIVIDER or ASSOCIATION. In the event any person or entity fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the MASTER ASSOCIATION, and SUBDIVIDER or ASSOCIATION shall have the right to obtain a mandatory injunction to tear down any unapproved structures built or a prohibitory injunction to prevent any unapproved structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions. Refusal of approval of plans and specifications, location and plot plan, by the SUBDIVIDER or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the SUBDIVIDER or ASSOCIATION.

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

3. GARAGES, CARPORTS AND STORAGE AREAS. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the building. All single family residences are required to have two (2) car garages. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage with the garage door closed.

A. SUBDIVIDER or ASSOCIATION may require that all garages be equipped with automatic door openers and closers so that when ingress or egress is not desired to the garage, the garage door shall remain closed.

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

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

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

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

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

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

C. If the air conditioning units are approved pursuant to the MASTER DECLARATION by the NEW CONSTRUCTION COMMITTEE or MODIFICATION COMMITTEE, as applicable, and the SUBDIVIDER or ASSOCIATION, said approval shall provide specific shielding requirements for said air conditioning unit, and such approval shall be binding on all persons so long as it is maintained in the condition as approved by the MASTER ASSOCIATION and SUBDIVIDER or ASSOCIATION.

8. SIGNS. No signs shall be erected or displayed on any lot or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved pursuant to the MASTER DECLARATION and in writing by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by the MASTER ASSOCIATION, and SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

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

A. Upon the failure to maintain the property, buildings, structures, improvements, appurtenances and landscaping to the satisfaction of the SUBDIVIDER or ASSOCIATION and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The SUBDIVIDER or ASSOCIATION may require the OWNER to deposit with the SUBDIVIDER or ASSOCIATION the estimated cost thereof as determined by the SUBDIVIDER or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be a lien on the land. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

10. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to maintain the master irrigation system and guard gate facilities and such other services as may be furnished by the SUBDIVIDER and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, the SUBDIVISION is hereby subject to an annual assessment commencing with the year 1993. Such annual assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made from, and after, the date of recording of said lien in the Public Records of Broward County, Florida. Said lien shall be subordinate to the lien of any mortgage filed by an Institutional Lender prior to the recording of the lien of the ASSOCIATION and to any lien filed by the Silver Lakes Community Association, Inc. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. Such assessment shall be payable annually on the first day of January each year in advance to the Emerald Sound Homeowners' Association, Inc., at the office of the

ASSOCIATION, presently located at 2826 University Drive, Coral Springs, Florida 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein granted shall be subordinate to the lien of any mortgage filed by an Institutional Lender and shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien as herein provided, shall have been fully paid.

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

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

A. All OWNERS hereby covenant and agree to pay to the ASSOCIATION any annual assessments or charges, and any special assessments for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as hereinafter provided and/or provided in the Articles of Incorporation of the ASSOCIATION. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the lot from, and after, the date of recording of said lien in the Public Records of Broward County Florida, and thereafter against which each such assessment is made, and shall also be the personal obligation of the OWNER. Said lien shall be subordinate to the lien of any mortgage filed by an Institutional Lender prior to the recording of the lien by the ASSOCIATION, and to any lien field by the Silver Lakes Community Association, Inc. No OWNER may waive or otherwise escape liability for the assessments provided for herein by abandonment.

B. The annual and special assessments levied by the HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of maintaining the master irrigation system and guard gates and for promoting the recreation, health, safety, aesthetic enjoyment and welfare of the residents of the SUBDIVISION and in particular for the maintenance of the entry gate facility, master sprinkler system and landscaping. Said assessments shall include but not be limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the ASSOCIATION.

C. In the event an Institutional Lender shall obtain title to a lot by foreclosure of a mortgage or by voluntary conveyance, the mortgagee or purchaser at the foreclosure sale and/or purchaser from the

mortgagee, their successors or assigns shall not be liable for the share of assessments pertaining to such lot chargeable to the former owner of such lot which became due prior to the foreclosure sale or voluntary conveyance of such lot.

D. All regular and special assessments shall be at a uniform rate for each lot in the SUBDIVISION except that lots owned by SUBDIVIDER shall not be subject to special assessments.

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

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

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

14. EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration of Restrictions, and the MASTER DECLARATION. SUBDIVIDER hereby reserves and grants the following perpetual easements over and across the SUBDIVISION as covenants running with the land for the benefit of the OWNERS, the ASSOCIATION, and SUBDIVIDER as hereinafter specified for the following purposes:

A. Utility and Services Easements An easement or easements to provide for installation, service, repair and maintenance of the Master Irrigation System required to provide said services to the SUBDIVISION.

B. Maintenance Easements. Preamble: The homes in the SUBDIVISION have been designed and site planned as "zero lot line" homes, such that each home is constructed so that all or portions of one side of the home (and fences or masonry walls extending from such side) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the OWNER of a Lot ("Dominant Lot") may have access to the "zero lot line" side of the home (and other portions of his Lot and home) in order to maintain portions of the Lot, the side of the home, the roof and other applicable portions of the home and Lot, and so that rain water may run off the roof of a particular home onto the easement area described below. Because such access must be, of necessity, over the neighboring Lot ("Servient Lot") on which the portion of "zero lot line" side of the home faces, SUBDIVIDER hereby makes

provision for the "Maintenance Easements" declared and regulated pursuant to the Subparagraph B (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

(1) Creation and Extent of Maintenance Easement: SUBDIVIDER hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each dominant Lot over the unimproved portion of the Servient Lot adjacent to the building lines of the home located on the Dominant Lot, which building lines are co-extensive with the lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot. The Maintenance Easement shall be only as extensive as reasonably necessary to permit the OWNER of a Dominant Lot to make the uses described in Subparagraph (2) below and for rainwater running off, but in no event less than the greater of seven (7) feet in width or as may be otherwise shown as an access or similar easement on the Plat.

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

(3) Servient Lot Owner Duties: OWNERS of Servient Lots shall not make any improvement to the Servient Lot, including, without limitation, the placement of fences or landscaping which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby.

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

C. Easement to Enter Upon Lots: An easement or easements for ingress and egress in favor of the ASSOCIATION to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of

ownership, maintenance and/or repair in accordance with these Restrictions, including the making of such repairs, maintenance or reconstruction as are necessary.

D. Easement for Roof Overhang: An easement or easements to provide for the roof overhang in favor of an OWNER, including rights of access for persons or equipment necessary to maintain and repair such roof overhang.

E. Drainage and Irrigation Easement: An easement for drainage, flowage and irrigation over, under and upon the SUBDIVISION in favor of the ASSOCIATION and each of the OWNERS, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage systems, flowage pipes and irrigation pipes.

15. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

16. FILLING IN. No lot shall be increased in size by filling in the water on which it abuts, and the slope of abutting lake banks shall be maintained by OWNER.

17. OWNER COMPLIANCE. The covenants, restrictions and servitude imposed by this Declaration of Restrictions shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

A. Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of SUBDIVIDER or ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees, and invitees of his tenants at any time.

18. NOTICE TO SUBDIVIDER OR ASSOCIATION. Notices to SUBDIVIDER or ASSOCIATION, or requests for approval of plans and specifications as required by the herein contained restrictions shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION.

19. NOTICE TO OWNER. Notice to OWNER of a violation of any of these restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or to the address of the OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida.

20. NON-LIABILITY OF SUBDIVIDER OR ASSOCIATION. Neither SUBDIVIDER nor ASSOCIATION shall in any way or manner be held liable or responsible for any violation of these restrictions by any person or entity other than themselves.

21. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER

and/or ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded, after which time the said restrictions shall be extended for successive periods of ten (10) years, unless an instrument signed by the then OWNERS of seventy-five (75%) percent of the lots in the SUBDIVISION has been recorded agreeing to change said restrictions in whole or in part.

22. AMENDMENT OF RESTRICTIONS. The SUBDIVIDER or ASSOCIATION may, in their sole discretion, modify, amend, waive, or add to this Declaration of Restrictions, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

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

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

25. AGREEMENT PRIORITY: The provisions of the MASTER DECLARATION and the SUPPLEMENTAL DECLARATION for Residential Parcel K, recorded in Official Records Book _____ at Page _____ of the Public Records of Broward County, shall control in the event the content of same is in conflict with the terms of these Restrictions.

IN WITNESS WHEREOF, REGENCY HOMES, INC. and EWO INVESTMENTS U.S., INC. do hereby execute this Declaration of Restrictions in their name by their undersigned duly authorized officers, and affix their corporate seals hereto, this _____ day of November, 1992, at Coral Springs, Florida.

EMERALD SOUND AT SILVER LAKES,
A Partnership, U/A/D _____, 19___
REGENCY HOMES, INC.

_____
Witness

_____
Witness

BY: _____
Steven Wallerstein, President

EWO INVESTMENTS U.S., INC.

_____
Witness

_____
Witness

BY: _____
Patricia G. Phillips
Authorized Signatory

COPY

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of December, 1992, by Steven Wallerstein, President of Regency Homes, Inc., who is personally known to me, and who did not take an oath.

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

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of December, 1992, by Patricia G. Phillips, authorized signatory, on behalf of EWO Investments U.S., Inc., who is personally known to me, and who did not take an oath.

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

COPY

ARTICLES OF INCORPORATION

of

EMERALD SOUND HOMEOWNERS' ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I

NAME

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

ARTICLE II

PURPOSES

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

A. To provide maintenance, landscaping, and irrigation for easement areas (as specified in Paragraph B of this ARTICLE II) located within that certain property described as follows:

> Lots K1 through K104, inclusive of Silver Lakes at Pembroke Pines Phase II (hereinafter referred to as the Property), according to the Plat thereof, as recorded in Plat Book 152, Page 28 of the Public Records of Broward County, Florida,

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

B. To provide, purchase, construct, improve, maintain, repair, replace and operate guard gates and irrigation systems on, upon, over and under those portions of EMERALD SOUND AT SILVER LAKES designated as Easements in the RESTRICTIONS or in separate instruments executed by DECLARER (as hereinafter defined) or by SUBDIVIDER and recorded in the Public Records of Broward County, Florida.

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

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

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

COPY

ARTICLE III

GENERAL POWERS

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

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

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

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

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, subject to any restriction contained in these Articles of Incorporation.

E. To enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity.

F. To do any and all of the activities and pursue any and all of the purposes set forth in the RESTRICTIONS and in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

G. To fix assessments to be levied against property in EMERALD SOUND AT SILVER LAKES to defray expenses and the cost of effectuating the purposes of the ASSOCIATION, and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations for the collection of such assessments.

H. To carry out the obligations imposed upon the ASSOCIATION, by the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community, recorded in Official Records Book 17369 at Page 240 of the Public Records of Broward County, Florida, and any Amendments and Supplements thereto, and also those obligations imposed by the SUPPLEMENTAL DECLARATION of Residential Parcel K, recorded in Official Records Book _____ at Page ____ of the Public Records of Broward County, Florida.

I. To charge recipients for services rendered by the ASSOCIATION when deemed appropriate by the Board of Directors of the ASSOCIATION.

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

K. In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as may be prohibited herein.

L. To have all powers and authority conferred upon the ASSOCIATION by the RESTRICTIONS, as amended.

M. Notwithstanding anything contained herein to the contrary, the ASSOCIATION shall not have the power to, and shall not engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly, in any political campaign on behalf of, or in opposition to, any candidates for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of political statements.

ARTICLE IV

MEMBERS AND DEFINITIONS

A. The MEMBERS of the ASSOCIATION shall consist of the record property OWNERS of LOTS in the Property, according to the Plat thereof, including the record OWNERS of a fee interest in a portion of a LOT if such portion has separate ownership from other portions of said LOT and comprises or contains a dwelling unit, and all such record property OWNERS shall be MEMBERS of the ASSOCIATION.

B. The following words, when used in these Articles of Incorporation, shall have the following meanings:

1. "DECLARER" means and refers to REGENCY HOMES, INC., a Florida corporation, and EWO INVESTMENTS U.S., INC., a Florida corporation, which made, executed, declared and published the RESTRICTIONS and caused same to be recorded in the Public Records of Broward County, Florida, as described above.

2. "SUBDIVIDER" means and refers to REGENCY HOMES, INC., a Florida corporation, and EWO INVESTMENTS U.S., INC., a Florida corporation, d/b/a EMERALD SOUND AT SILVER LAKES, a Florida General Partnership u/a/d _____, 19____.

3. "Board" or "Board of Directors" means and refers to the Board of Directors of the ASSOCIATION.

4. "OWNER" means and refers to every person or persons, or entity or entities, who are record owners of a fee simple interest in any LOT, numbered K1 through K104, or portion thereof, in Silver Lakes At Pembroke Pines Phase II, according to the plat thereof, their heirs, legal representatives, successors or assigns.

5. "LOT" means and refers to any numbered LOT, K1 through K104, situate in Silver Lakes At Pembroke Pines Phase II, according to the plat thereof, as recorded in Plat Book 152, at Page 28, of the Public Records of Broward County, Florida.

ARTICLE V

VOTING AND ASSESSMENTS

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

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

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

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

ARTICLE VI

BOARD OF DIRECTORS

A. The business and affairs of the ASSOCIATION shall be managed by a Board of Directors consisting of five (5) Directors. So long as the SUBDIVIDER shall have the right to appoint all of the Board of Directors, the Directors need not be Members of the ASSOCIATION and need not be residents of EMERALD SOUND AT SILVER LAKES. Thereafter, Directors shall be Members of the ASSOCIATION and must be residents of EMERALD SOUND AT SILVER LAKES, except for those who are appointed by the SUBDIVIDER. At the option of the SUBDIVIDER, Members other than the SUBDIVIDER may be given the right to elect two (2) Directors while the SUBDIVIDER has the right to appoint all of the Board of Directors. Elections shall be by plurality vote. The first annual meeting of the Members shall be held at the call of the SUBDIVIDER. At the first annual meeting of the Members, an election for Members of the Board of Directors shall be held. The term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years and the term of the other two (2) elected Directors shall be established at one (1) year each. In addition, the SUBDIVIDER shall appoint two (2) Directors to serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each succeeding annual election shall be for two (2) years, expiring at the second annual election following their election, and thereafter until removed from office, with or without, cause by the affirmative vote of a majority of the Members who elected or appointed them. In no event may a Board member appointed by the SUBDIVIDER be removed except by action of SUBDIVIDER. Any Director appointed by the SUBDIVIDER shall serve at the pleasure of the SUBDIVIDER, and may be removed from office, and a successor Director appointed to fill the vacancy on the Board, at any time by the SUBDIVIDER.

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

Benny L. Martz	c/o Regency Homes, Inc. 2826 University Drive, Coral Springs, Florida 33065
Dennis Radice	c/o Regency Homes, Inc. 2826 University Drive, Coral Springs, Florida 33065
Steven M. Wallerstein	c/o Regency Homes, Inc. 2826 University Drive, Coral Springs, Florida 33065
J. Darrell Landon	c/o Regency Homes, Inc. 2826 University Drive, Coral Springs, Florida 33065
David Levine	c/o Regency Homes, Inc. 2826 University Drive, Coral Springs, Florida 33065

ARTICLE VII

OFFICERS

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

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

Steven M. Wallerstein, President
David Levine, Vice-President
Dennis Radice, Secretary
David Levine, Treasurer

ARTICLE VIII

CORPORATE EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE IX

BY-LAWS

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

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

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

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

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

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

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

COPY

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

ARTICLE XI

INCORPORATOR

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

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every officer of the ASSOCIATION (and the Directors and Officers as a group) shall be indemnified by the ASSOCIATION against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the ASSOCIATION. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful malfeasance in the performance of his or her duties, the indemnification provisions of this Article shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted, without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE XIV

DISSOLUTION OF THE ASSOCIATION

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

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

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

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

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

ARTICLE XV

DESIGNATION OF REGISTERED AGENT

R. Bowen Gillespie, III, is hereby designated as the ASSOCIATION'S Registered Agent for service of process within the State of Florida, at c/o Gillespie & Allison, P.A., 1515 South Federal Highway, Suite 300, Boca Raton, Florida 33432.

IN WITNESS WHEREOF. the undersigned Incorporator has executed these Articles of Incorporation this _____ day of November, 1992.

REGENCY HOMES, INC., a Florida Corporation

By:_____
Steven M. Wallerstein, President

COPY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

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

WITNESS my hand and official seal in the county and state aforesaid this _____ day of November, 1992.

My Commission Expires: _____
NOTARY PUBLIC

(Seal)

COPY

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

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

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

ACCEPTANCE OF REGISTERED AGENT

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

R. Bowen Gillespie, III

COPY

Prepared By:
Record and Return to:
Joel D. Kopelman, Esquire
Greenspoon, Marder, et. al.
100 Cypress Creek Road West
Suite 700
Fort Lauderdale, Florida 33309
(305) 491-1120

SUPPLEMENTAL DECLARATION
FOR
SILVERLAKES Parcel "K"

THIS SUPPLEMENTAL DECLARATION is made this ____ day of _____, 1992, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, on April 26, 1990, Declarant filed that certain Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes ("Declaration"), which is recorded in Official Records Book 17369, Page 240, of the Public Records of Broward County, Florida; and

WHEREAS, the real property described in attached Exhibit "A" is a portion of the real property described on Exhibit "A" to the Declaration; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("SilverLakes Parcel "K" Neighborhood"); and

WHEREAS, the SilverLakes Parcel "K" Neighborhood is hereby designated a "Neighborhood" in accordance with the provisions of Article III, Section 3(a) of the Declaration; and

WHEREAS, pursuant to the terms of Article III, Section 3(a), of the Declaration, Declarant may impose additional covenants and restrictions on such property; and

WHEREAS, Declarant desires to impose covenants, conditions and restrictions on the SilverLakes Parcel "K" Neighborhood in addition to those contained in the Declaration.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to SilverLakes Parcel "K" Neighborhood in addition to the provisions of the Declaration, and SilverLakes Parcel "K" Neighborhood is

hereby designated as a Neighborhood in accordance with the Declaration. The SilverLakes Parcel "K" Neighborhood shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such SilverLakes Parcel "K" Neighborhood and shall be binding upon all Persons having any right, title or interest in such SilverLakes Parcel "K" Neighborhood, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon SilverLakes Community Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I
DEFINITIONS

The definitions provided in Article I of the Declaration are incorporated herein by reference. Each of Lots K1 through K104 inclusive, of Silver Lakes at Pembroke Pines Residential Parcel E according to the Plat thereof as recorded in Plat Book ___, Page __ of the Public Records of Broward County, Florida shall constitute a Unit pursuant to the Declaration.

ARTICLE II
EXCLUSIVE COMMON AREA

Those portions of the SilverLakes Parcel "K" Neighborhood listed on attached Exhibit "B" are hereby designated as Exclusive Common Areas reserved for the exclusive use of Owners and occupants of Units within the SilverLakes Parcel "K" Neighborhood and their guests and invitees subject to easements set forth herein and easements of record. Every Owner in the SilverLakes Parcel "K" Neighborhood has the nonexclusive easement of use, access and enjoyment in and to such Exclusive Common Area as provided in Article II, Section 2 of the Declaration.

ARTICLE III
MAINTENANCE RESPONSIBILITIES

Section 1. Maintenance by Association. Pursuant to the authority granted in Article IV of the Declaration, the SilverLakes Community Association, Inc. ("Association") shall perform, maintain, repair and replace (except as otherwise specified), as applicable, and charge to the Owners of Units within the SilverLakes Parcel "K" Neighborhood as a Neighborhood Assessment, the following:

(a) The Exclusive Common Area and all improvements thereon and utilities therefor, including without limitation entry features, entry signs, walls, landscaping and pavement, located in the

COPY

SilverLakes Parcel "K" Neighborhood, except as set forth in Article III, Section 2 and 5 below.

(b) All streetlighting located throughout the SilverLakes Parcel "K" Neighborhood (not including lamp posts located on Units) shall be maintained by the Association and, notwithstanding anything provided herein to the contrary, the costs for maintenance, repair and replacement thereof, any annual fee or charge for streetlights, any bond costs for streetlights and the expense of the utilities for such streetlights, shall be assessed as a Neighborhood Expense. Any reimbursement from a utility for the installation of streetlighting shall accrue to the benefit of the party who paid for the installation of the streetlighting.

(c) Any improvements, including without limitation entry features, identification signs and buffer walls, which are located in any easement area as provided in Article V, Section 2 of this Supplemental Declaration, except as set forth in Article III, Section 5 below.

Section 2. Maintenance by Owner. Maintenance of all other portions of the Units in the SilverLakes Parcel "K" Neighborhood, including, without limitation, walls, fences, lamp posts, mailboxes, sidewalks and driveways shall be the responsibility of the respective Unit Owners as provided in Article IV, Section 2 of the Declaration.

The Owner of a Unit shall also be responsible for maintaining any portion of the Properties between the boundary of his Unit and the edge of pavement of the adjacent paved roadway, including without limitation keeping all portions thereof (except driveways and sidewalks) fully landscaped and maintaining his driveway, sprinkler system and any portion of a sidewalk, if any, lying within such portion of the Properties. Such maintenance responsibilities shall exist whether or not such portion of the Properties is General Common Area or Exclusive Common Area.

If the driveway to any Unit is made of any material other than asphalt, including without limitation concrete or concrete pavers, the Owner of such Unit shall be responsible to repair any damage to such driveway, including but not limited to any damage caused by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of an instrument of conveyance of any Unit, agrees to indemnify and hold harmless the holder of any such easement, including without limitation the City of Pembroke Pines, its agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of any easement or the construction and/or maintenance of any driveway in that portion of the Properties between the boundary of such Owner's Unit and the edge of the adjacent paved roadway.

Further, each Owner agrees to reimburse the City of Pembroke Pines any expense incurred in repairing any damage to such driveway.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

No Owner of a Unit shall change the material of which the driveway to the Unit is constructed without the prior written approval of the NCC or MC.

Section 3. Insurance on Exclusive Common Areas. The costs incurred by the Association in obtaining insurance coverage on the Exclusive Common Areas in accordance with Article V, Section 1 of the Declaration shall be assessed against the Owners of Units within the SilverLakes Parcel "K" Neighborhood as part of the Neighborhood Assessment.

Section 4. Management. Costs incurred by the Association for administration of the SilverLakes Parcel "K" Neighborhood and the performance of its functions and duties under the Declaration and this Supplemental Declaration, including any fee charged to the Association by a professional management agent, may be assessed by the Board against Owners of Units in the SilverLakes Parcel "K" Neighborhood as part of the Neighborhood Assessment. Such costs may include, without limitation, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses.

Section 5. Maintenance by Neighborhood Association. Pursuant to the authority granted in Article IV, Section 3 of the Declaration, the Neighborhood Association for the SilverLakes Parcel "K" Neighborhood (and not the Association) shall perform, maintain, repair and replace, as applicable, and charge to the Owners of Units within the SilverLakes Parcel "K" Neighborhood, the following:

(a) Any improvements, entry gates and machinery and other appurtenances thereto (except for landscaping on Parcel M-2 of Silver Lakes at Pembroke Pines Residential Parcel K according to the Plat thereof recorded in Plat Book ____, Page __ of the Public Records of Broward County, Florida) located on the Exclusive Common Area; and

(b) Any other portion of the Exclusive Common Area which the Association desires to have the Neighborhood Association maintain.

Any responsibilities of the Neighborhood Association set forth in this Article shall be performed in accordance with Article IV, Section 3 of the Declaration.

ARTICLE IV

USE RESTRICTIONS

Section 1. Sprinkler System. Unless a Unit is served by a master irrigation system, a Unit shall be equipped with a low-volume sprinkler system which meets the requirements set forth by the NCC or MC, as applicable, and by the Declaration. Any master irrigation system shall also be a low-volume sprinkler system which meets the requirements set forth by the NCC or MC, as applicable, and by the Declaration.

Section 2. Driveway Expansion Joint. Each driveway constructed of concrete or other similar material (as approved by the NCC or MC) leading to any Unit shall have an expansion joint across the entire driveway along the boundary line of such Unit.

Section 3. Garages. The garage which is constructed as part of the improvements to a Unit, shall not be converted to living space without the prior written approval of the MC.

ARTICLE V
EASEMENTS

In addition to those easements established in the Declaration, the SilverLakes Parcel "K" Neighborhood shall also be subject to the easements set forth herein.

Section 1. Easement for Association Access. The Association shall have a perpetual, nonexclusive easement over every portion of the SilverLakes Parcel "K" Neighborhood, including the Units, for the purposes of performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.

Section 2. Use of Association Easements. The Association or its designee shall have the right to locate improvements within any easement in favor of the Association, including without limitation buffer walls, entry features, identification signs, landscape and utilities therefor.

Section 3. Easement for Driveway, Sidewalk and Sprinkler System Maintenance. Declarant hereby grants to each Owner, its successors and successors in title, a perpetual, non-exclusive easement for ingress, egress, access and maintenance purposes upon, across, over and under any portion of the Properties between the boundary of such Owner's Unit and the edge of pavement of the adjacent paved roadway for the existence, construction, maintenance, repair and replacement of any portion of a sidewalk, a driveway providing access to such Owner's Unit, any sprinkler system and for the maintenance purposes as set forth in Article III, Section 2 hereinabove.

COPY

Section 4. Easement for Access, Construction, Drainage, Utilities and Maintenance. There is hereby established on each Unit and such portions of the SilverLakes Parcel "K" Neighborhood that abut a Unit, along the entire boundary thereof which is contiguous to the "zero-lot-line side" of a contiguous Unit ("Easement Area"), a construction, maintenance, drainage, utility and access easement, which Easement Area shall be a minimum of seven (7') feet in width, and which shall be for drainage purposes, for the purposes of roof overhang, and for the purposes of installing and maintaining utility lines and drainage lines therein and appurtenances thereto, and access for construction, maintenance, repair and replacement of the adjacent Unit, or any portion thereof located or to be located on such contiguous Unit, and access for other lawful purposes only to the extent reasonably necessary. The term "zero-lot-line side" means the side or rear boundary of a Unit on which the residence for such Unit is or will be constructed on, along or within five (5') feet of. Any party using the easement established in this paragraph shall be obligated to repair or remedy, and to pay the costs to repair or remedy, any damage caused by such party to the Easement Area. Nothing shall be planted or constructed on the Easement Area which may interfere with the use of the easement established herein.

ARTICLE VI
GENERAL

Section 1. Amendment.

(a) In addition to any other right of amendment or modification provided for in the Declaration, Declarant shall have the right, until the termination of the Class "B" Control Period, in its sole discretion and by its sole act without the joinder or consent of any Person, unless provided otherwise herein, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Supplemental Declaration or subject additional real property or Units to the terms and provisions of this Supplemental Declaration; provided, however, that the Association shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

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

(1) Until the termination of the Class "B" Control Period, all amendments or modifications shall be first approved in writing by Declarant.

(2) All other amendments, including, without limitation, amendments for correction of scrivener's errors or other defects in this Supplemental Declaration, may be made by Declarant alone until the termination of the Class "B" Control Period, and thereafter by the Board with the consent of two-thirds (2/3) of all Members in the SilverLakes Parcel "K" Neighborhood. The aforementioned consent of the Members may be evidenced by an instrument in writing signed by the required number thereof at any regular or special meeting of the Neighborhood called by the Neighborhood Committee.

(3) After the termination of the Class "B" Control Period, a true copy of any amendment to this Supplemental Declaration shall be sent via certified mail by the Association to Declarant within five (5) days of its adoption.

(4) Notwithstanding anything to the contrary herein contained, no amendment to this Supplemental Declaration shall be effective which shall impair or prejudice the rights, priorities or obligations of Declarant, the Association, the Recreational Member, any Commercial Member or any Mortgagee under the Declaration or the By-Laws without specific written approval of such Declarant, Association, Recreational Member, Commercial Member or Mortgagee affected thereby.

(5) Further, Declarant may, in its sole discretion, with the approval of no other Person, including, without limitation, any Mortgagees, being required, amend this Supplemental Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever.

(6) As long as The Hokkaido Takushoku Bank, Ltd. holds a Mortgage on any property which is affected by this Supplemental Declaration, any amendment to this Supplemental Declaration must also be approved and executed by The Hokkaido Takushoku Bank, Ltd., New York Branch.

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Section 2. Capitalization of Neighborhood Accounts of the Association. Upon acquisition of record title to a Unit within the SilverLakes Parcel "K" Neighborhood by a purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the Association account of the SilverLakes Parcel "K" Neighborhood in an amount equal to one-sixth (1/6) of the annual Neighborhood Assessment for that year as determined by the Board. This amount shall be in addition to, not in lieu of, any assessments levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be disbursed to the Association for use in covering expenses incurred by the Association for the SilverLakes Parcel "K" Neighborhood pursuant to the terms of the Declaration, this Supplemental Declaration and the By-Laws.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

SILVER LAKES PARTNERSHIP,
a Florida general partnership

By: FL-PEMBROKE, INC.,
a Florida corporation,
a General Partner

_____

By: _____
Robert F. Monchein,
President

_____ [SEAL]

By: HARRIS-SL CORP.,
a Delaware corporation,
a General Partner

_____

By: _____
Marc A. Neuerman,
President

_____ [SEAL]

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 1992, by Robert F. Monchein, as President of FL-PEMBROKE, INC., a Florida corporation, as General Partner of SILVER LAKES PARTNERSHIP, a Florida general partnership, on behalf of the general partnership. He is personally known to me and did take an oath.

COPY

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1992, by Marc A. Neuerman, as President of HARRIS-SL CORP., a Delaware corporation, as General Partner of SILVER LAKES PARTNERSHIP, a Florida general partnership, on behalf of the general partnership. He is personally known to me and did take an oath.

_____
NOTARY PUBLIC

My Commission Expires: [SEAL]

JOINED BY: SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

_____ By:_____
Walter Hollander, President

_____ [SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 1992, by Walter Hollander, as President of SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not

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for profit, on behalf of said corporation. He is personally known to me and did take an oath.

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires:

JOINDER AND SUBORDINATION OF MORTGAGEE

The HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch (the "Bank"), the owner and holder of that certain mortgage from SILVER LAKES PARTNERSHIP, a Florida general partnership, dated August 17, 1989, and recorded August 18, 1989, in Official Records Book 16691 at Page 704, of the Public Records of Broward County, Florida (the "Mortgage") which instrument encumbers the Property described in the foregoing Declaration does hereby consent to the Declaration and acknowledges that the lien of its Mortgage on said Property is subordinate to the provisions of the Declaration except as provided therein and except that the rights of the Declarant under the Declaration shall be subject to the rights of the Bank under the Loan Documents (as defined in the Loan Agreement as defined in the Mortgage), and that the Declaration shall survive any foreclosure of the Mortgage and shall be binding upon all Persons, and their successors in title claiming said Property; provided, however, that at no time before such foreclosure shall the foregoing Joinder (i) obligate the Bank to perform the covenants contained in or make any payments required by the Declaration, and at no time shall the foregoing Joinder (i) impose any liability on the Bank for any failure of any predecessor in interest to the Bank to perform such covenants, or (ii) be deemed a limitation on the operation or

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effect of the Mortgage except as specifically set forth in this Joinder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officers, this ____ day of _____, 1992.

Signed, sealed and delivered in the presence of:

THE HOKKAIDO TAKUSHOKU BANK, LTD., NEW YORK BRANCH

_____

By: _____
_____, Deputy General Manager and Senior Vice President

_____

[SEAL]

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this _____ day of _____, 1992 by _____, as Deputy General Manager and Senior Vice President, of THE HOKKAIDO TAKUSHOKU BANK, LTD., NEW YORK BRANCH, on behalf of said Bank. He is personally known to me and did take an oath.

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires:

lasbrisa/k-supp.doc
9/21/92:lmg

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EXHIBIT "A"

SILVERLAKES Parcel "K" NEIGHBORHOOD

Lots K1 through K104 inclusive; Parcel PR-2 and Parcel M-2 of Silver Lakes at Pembroke Pines Residential Phase II according to the Plat thereof as recorded in Plat Book ___, Page __ of the Public Records of Broward County, Florida.

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EXHIBIT "B"

EXCLUSIVE COMMON AREA

Parcel PR-2 and Parcel M-2 of Silver Lakes at Pembroke Pines Residential Phase II according to the Plat thereof as recorded in Plat Book ___, Page __ of the Public Records of Broward County, Florida.

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