

CERTIFICATE OF AMENDMENT
OF
CARRIAGE HOMES AT TERRAMAR,
A CONDOMINIUM
93187005

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Carriage Homes at Terramar, a Condominium, as described in Official Records Book 17175 at Page 782 of the Public Records of Broward County, Florida was duly adopted in accordance with the Declaration of Condominium.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of April, 1993, at COCONUT CREEK, Broward County, Florida.

By: [Signature]
Print: Tom Timmons
Attest: Thomas R. Merrin
Print: Thomas R. Merrin

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STATE OF FLORIDA
COUNTY OF

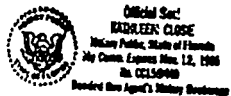
The foregoing instrument was acknowledged before me this 5 day of April, 1993, by Tom Timmons as President and Thomas R. Merrin as Secretary of Carriage Homes at Terramar Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL. DR. LIC. as identification and did take an oath.

NOTARY PUBLIC:

sign Kathleen Close

print State of Florida at Large

My Commission Expires:



BRK20635PG0370

LAW OFFICES
KAYE & ROGER, P.A. • 1600 WEST CYPRESS CREEK ROAD • SUITE 207 • FORT LAUDERDALE, FLORIDA 33309
TELEPHONE (954) 928-0880

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AMENDMENT TO
THE DECLARATION OF CONDOMINIUM
OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

31. Additional Provisions.

~~3. The Board of Directors of the Association must obtain the approval of seventy five percent (75%) of the Unit Owners prior to instituting any legal action other than actions dealing with the collection of assessments or the retention of taxes or contractors hired by the Association. Notwithstanding the amendment provisions of Paragraph 8 of the Declaration, this paragraph cannot be amended without the approval of seventy five percent (75%) of the Unit Owners.~~

BK20635P6037.11

FILED IN THE OFFICIAL RECORDS BOOK
- DUNEDIN COUNTY, FLORIDA
COUNTY ADMINISTRATOR

SDV/sdv
03/01/90
101-7594-1

90101575

PREPARED BY AND RETURN TO:
James J. Wheeler, Esquire
Broad and Cassel
7777 Glades Road
Boca Raton, FL 33434

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Carriage Homes at Terramar, a Condominium was recorded on February 16, 1990 in Official Records Book 17175, Page 782, Public Records of Broward County, Florida and amended thereafter (the "Declaration");

WHEREAS, Paragraph 8 provides that the Developer may amend the Declaration for so long as it has the right to elect a majority of the Board of Directors; and

WHEREAS, the Developer presently has the right to elect a majority of the Board of Directors.

NOW THEREFORE, the following is added as the last sentence of the fourth paragraph of Paragraph 1.B.:

"Notwithstanding the foregoing, all improvements on the property of a phase to be added to the Condominium shall be substantially completed before such property is added to the existing Condominium."

IN WITNESS WHEREOF, the undersign hereby sets its hand and seal this 7th day of March, 1990.

Signed, sealed and delivered in the presence of:

DEVELOPER:

THE KENNEDY GROUP, LTD., a Florida limited partnership

By: Kennedy Builders Corp., a Florida corporation, its general partner

By: Timothy R. Kelly
Timothy R. Kelly
Chief Executive Officer-Florida

(Corporate Seal)

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

The foregoing instrument was acknowledged before me this 7th day of March, 1990, by Timothy R. Kelly, as Chief Executive Officer of Kennedy Builders Corp., a Florida corporation, general partner of The Kennedy Group, Ltd., a Florida limited partnership.

James J. Wheeler
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 31, 1991
BONDED THROUGH PUBLIC REGISTRATION



✓
"WILL-CALL-ATS" SV
for BROAD AND CASSEL (X)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

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SDV/adv
03/06/90
101-619120

CONSENT OF MORTGAGEE TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage, upon land in Broward County, Florida (the "Mortgage"), executed by The Kennedy Group, Ltd., a Florida limited partnership ("Mortgagor"); and

WHEREAS, the Mortgage is a lien upon that certain tract of land more fully described in the Mortgage and in Exhibits "A" and "B" to the Declaration of Condominium of Carriage Homes at Terramar, A Condominium (the "Declaration"); and

WHEREAS, Mortgagee consented to the Declaration.

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the First Amendment to Declaration (the "Amendment"), to which this consent is attached.
2. By consenting to the recordation of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor, or anyone else, under the Declaration or the Condominium Act or of any owner of a Condominium Unit.
3. Nothing contained in this Consent is intended to affect, modify, or impair the lien of the Mortgage on any portion of the Mortgaged Property.
4. All terms and conditions of the Mortgage not expressly modified hereby shall remain in full force and effect.
5. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage as a first lien on the Condominium Units and limited and common elements and the lien shall be prior to any liens or claims of any kind.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 17th day of March, 1990.

Signed, sealed and delivered in the presence of:

Henry Lancy
A. J. Burke

BARNETT BANK OF SOUTH FLORIDA

By: Richard R. Giannola
Richard R. Giannola, Senior Vice President

ATTEST: Zaide Chelala
Zaide Chelala, Asst. Secretary



STATE OF FLORIDA)
) SS.: L. A. HESTER
COUNTY OF BROWARD) COUNTY ADMINISTRATOR

The foregoing instrument was acknowledged before me this 17th day of March, 1990, by Richard R. Giannola, as Senior Vice President of Barnett Bank of South Florida, and Zaide Chelala, Asst. Secretary.

Armonia Gadan
Notary Public
State of Florida
My Commission Expires



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 27, 1998
POWER UNDER GENERAL LEG. CHD.

BR17236RC0571

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DECLARATION OF CONDOMINIUM
OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

90 FEB 16 PM 1:42

PREPARED BY AND RETURN TO:
James J. Wheeler, Esq.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, FL 33434-4111

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SDV/adv
02/13/90
101-6191-2

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OF
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"WILL-CALL-ATS"
for BROAD AND CASSEL (sv)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

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- Exhibit "C" - Legal Descriptions of Phases 1 through 15, 17 through 19, and Phasing Plan
- Exhibit "D" - Articles of Incorporation
- Exhibit "E" - Bylaws
- Exhibit "F" - Undivided Shares in Common Elements, Common Expenses and Common Surplus
- Exhibit "G" - Rules and Regulations
- Exhibit "H" - Proposed Mill Run and Carriage Homes Access Road and Maintenance Agreement

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DECLARATION OF CONDOMINIUM
OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

1. Submission Statement and Phasing Plan

A. Submission Statement. THE KENNEDY GROUP, LTD., a Florida limited partnership (hereinafter called the "Developer"), owns the fee simple title to that certain real property in the City of Parkland, Broward County, Florida, legally described in Exhibit "A" attached hereto. Developer does hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM (the "Condominium").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each Unit Owner, his heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the Common Elements as defined herein. The quality of construction of all improvements will be consistent with the quality of construction of the initial improvements.

B. Phasing Plan. This Condominium is a phase condominium as provided for in Florida Statute 718.403. Exhibits "A" and "B" to this Declaration set forth the legal description, plot plan, survey and graphic description of the real property submitted to condominium ownership for Phase 16 of the Condominium. Exhibit "C" to this Declaration sets forth the legal description of the real property for Phases 1 through 15, 17 through 19 and the phasing plan. The estimated latest date of completion of the Condominium shall be seven (7) years from the date of recordation of this Declaration.

The general scheme of phasing the Condominium is the submission of the parcel of property to condominium ownership described as Phase 16 on Exhibit "A" and the proposed addition of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Condominium Association. It is not anticipated that the submission of any additional phase to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The addition of a phase to this Condominium, thereby adding additional Units, will reduce the share of Common Elements, Common Surplus and Common Expenses attributable to each previously created Unit, as specifically set forth in Exhibit "F". The adding of a subsequent phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phases so added. If Developer decides not to add additional phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association and own 100% of the Common Elements.

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The phasing plan of this Condominium may be terminated by the Developer in its sole discretion, upon the filing of a termination statement which shall not require the execution, joinder or consent of the Association, the Unit Owners, or any Mortgagees of Units.

The construction and addition of a phase is within the sole discretion of the Developer. The decision by Developer not to submit a phase to condominium ownership for this Condominium shall not be construed as preventing the Developer from developing other residential projects on the property at a later time.

This Condominium will contain no time-share estates.

Unless otherwise prohibited by the Act, Developer reserves the right to alter the design, boundaries, configuration and arrangements of all buildings in the future phases as long as Developer has not conveyed Units in buildings so altered. Developer reserves the right to make non-material alterations in the legal description of a phase. Said alterations shall be accomplished by an amendment to this Declaration, which need only be signed by Developer. Developer shall unilaterally reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned. Such alterations, however, shall not increase the maximum number of Units or materially increase a Unit Owner's maintenance expense. Additionally, Developer reserves the right to make non-material changes in the legal description of a phase.

Notwithstanding the respective locations and approximate dimensions of the buildings and Units which are shown on Exhibit "C" with respect to the future phases, the Developer expressly reserves the right to relocate the buildings and Units therein and to change the size and design thereof so long as the aggregate number of buildings and Units in each phase remains within the parameters as set forth herein. The quality of construction of all improvements will be consistent with the quality of construction of the initial improvements.

Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Developer.

2. Definitions

As used herein and in the Bylaws attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

B. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

C. "Association" or "Corporation" means CARRIAGE HOMES AT TERRAMAR CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

D. "Board" means the Board of Directors of the Association.

E. "Bylaws" means the Bylaws of the Association.

F. "Common Elements" means the portion of the Condominium Property not included in the Units.

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G. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws; and (4) any valid expenses or debts against the Condominium as a whole.

H. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

I. "Community Association" means Terramar Community Association, Inc. See Paragraph 30 herein for a description of ownership in Terramar.

J. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

K. "Condominium Building" or "Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

L. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

M. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

N. "Condominium Property" means and includes the land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

O. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

P. "Developer" means The Kennedy Group, Ltd., a Florida limited partnership.

Q. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, the Federal National Mortgage Association or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or any other lender approved by the Association pursuant to the provisions of Paragraph 18, holding a mortgage encumbering a Condominium Unit.

R. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

S. "Owner" or "Unit Owner" means that person or entity owning a Condominium Unit.

T. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by an annual budget.

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U. "Unit" or "Condominium Unit" means a portion of the Condominium Property which is subject to exclusive ownership; said Unit being a Unit space designated as "Condominium Unit" on the Plot Plan, Survey and Graphic Description attached hereto as Exhibits "B" and "C".

3. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

A. A Condominium Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each Unit is identified by an alphanumeric designation as set forth in Exhibits "B" and "C" attached hereto. The Units to be added and constructed in Phases 1 through 15 are set forth in Exhibit "C" attached hereto. The boundaries of the Unit are as follows:

Lower Boundary - The undecorated, unfinished upper surface of the floor.

Upper Boundary - The undecorated, unfinished lower surface of the ceiling, as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries - The undecorated, unfinished interior surface of the perimeter walls of the Unit extended to their intersection with the upper and lower boundaries. Where a veranda, terrace, loggia, or porch has not been declared a Limited Common Element in Paragraph B below, and serves only the Unit being bounded, the perimetrical boundary shall vary with the interior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

Apertures - Where there is an aperture to any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places at right angles to the dimension of such aperture so that the perimetrical boundary at such places shall be coincident with the interior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fixed to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings, or screens shall be included within the Units and shall not be deemed a Common Element.

Any terrace, porch, balcony, foyer or stairway which services one Unit shall be considered part of the Unit which it serves. Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weightbearing structure and shall exclude all pipes, ducts, wires, conduits and other facilities running through any interior walls or partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit: air conditioning and heating system, filters, coils, heating strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, water hose bibbs, electrical receptacles and outlets, fixtures, cabinets, screen enclosures, garage doors and front doors.

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B. Limited Common Elements -- The Limited Common Elements for each Unit are depicted in Exhibits "B" and "C" and they shall be maintained as provided herein. The Limited Common Elements shall include walkways which service a particular Unit. All Limited Common Elements shall be an appurtenance to the designated Unit. Any outside lighting fixtures attached to the building and serving only a Unit adjacent to such area is a Limited Common Element appurtenant to such adjacent Unit. The electricity expense for such outside lighting shall be the expense of the Unit. Maintenance of such outside lighting fixtures shall be the responsibility of the Association. In addition, any outside postlight which is wired to and operated by a Unit is a Limited Common Element appurtenant to such Unit. The electricity expense for such postlight shall be the expense of the Unit. Maintenance of such postlight shall be the responsibility of the Association.

C. Condominium Parcel -- There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the Common Elements.
2. An undivided share in the Common Surplus.
3. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
4. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.
5. Membership for the Unit Owner in the Association and, on all matters on which the membership of the Association shall be entitled to vote, one vote for each Unit, subject to the rights and obligations of membership therein.
6. The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.
7. The use of assigned Limited Common Elements, subject to the provisions of this Declaration.
8. A non-exclusive easement for ingress and egress over the parking tracts, walks and other rights of way of the Common Elements necessary to provide access to the public ways.

D. The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to the use of the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements) and a joint mutual easement for that purpose is hereby created.

E. Each Owner shall pay the cost of maintaining all sliding glass doors or screening (including screening fixtures) contained within his Condominium Unit or any building, terrace or porch attached to his Unit; the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit; and of ordinary cleaning and maintenance of the balconies and terraces. Each Owner shall also pay the cost of maintaining the water heater and the heating and air conditioning unit servicing his Unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

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4. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements

The appurtenant Limited Common Elements (which are shown on Exhibits "B" and "C" attached hereto) and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

5. Common Elements

Common Elements includes within its meaning the following items:

A. All of the real property, other than the Units and Limited Common Elements as the same are defined herein, all of which are more particularly described and set forth in Exhibit "B". Exhibit "C" identifies the Common Elements for Phases 1-15 and 17-19. Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements; mailboxes servicing the Units; all structural walls, beams and members located within the Units and easements of support in every portion of a Unit which contributes to the support of the improvements; and all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such Units.

B. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, privacy walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units.

6. Condominium Property and Identification of Units

A. Annexed hereto as Exhibit "B" is a sketch of the survey of the land being submitted to condominium ownership, together with a plot plan and graphic description of the improvements in which the Units are located. Exhibit "C" contains sketches of the survey of the land which may be added to the Condominium as Phases 1-15 and 17-19.

B. The identification, location and dimensions of each Unit, the Limited Common Elements and the Common Elements appear on Exhibits "B" and "C". Each Unit has been given an alphanumeric designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibits "B" and "C" in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the Limited Common Elements and Common Elements

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appurtenant thereto. The legend and notes contained in Exhibits "B" and "C" are incorporated herein and made a part hereof by reference.

7. Ownership of Common Elements and Shares of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to the Unit Owner's Unit which includes, but is not limited to, the following items which are appurtenant to the Units as indicated:

A. Common Elements -- The undivided shares, stated as fractions, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto and made a part hereof as Exhibit "F". Said Exhibit also sets forth the changes in the ownership of Common Elements as each subsequent phase is added.

B. Common Surplus -- Each Unit Owner shall own any Common Surplus of the Association in the same percentage as the Common Expenses appurtenant to each Unit are shared, as set forth in Exhibit "F". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus. The percentages of Common Expenses and Common Surplus shall change in the same percentages as changes in the Common Elements as each subsequent Phase is added.

8. Amendment to Declaration

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

2. An amendment may be proposed by either a vote of two-thirds the Board of Directors of the Association, or by 50% of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within 10 days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the vote of the entire membership of the Association; or

(b) Not less than 90% of the vote of the entire membership of the Association; or

(c) Until the first election of Directors by the Unit Owners as provided for in the Bylaws of the Association, by two-thirds (2/3) of the Directors.

B. No amendment shall change any Condominium Parcel nor a Unit Owner's share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment.

C. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

D. 1. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3) and

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718.403, the Developer reserves the right to change the interior designs and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units, or materially increase a Unit Owner's maintenance expense without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any Institutional Mortgagee whose mortgage encumbers the said altered Units, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not their joinder is elsewhere required for amendments. The survey shall be certified in the manner required by the Act.

2. Notwithstanding anything to the contrary herein, and unless otherwise prohibited by the Act, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not increase the maximum number of Units or materially affect the rights of Unit Owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

E. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, as described in Sub-paragraph 8.D.2, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval by writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

(a) Not less than 33-1/3% of the entire membership of the Board of Directors and by not less than 10% of the votes of the entire membership of the Unit Owners; or

(b) Not less than 25% of the votes of the entire membership of the Unit Owners; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

F. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Developer.

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G. Until the last Unit within the Condominium Property is delivered to purchasers, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of any Unit(s) by the Developer.

H. The consent of at least sixty-seven percent of Owners and the approval of eligible holders of first mortgages on Units to which at least fifty-one percent of the votes of Units subject to a mortgage appertain, is required to materially amend any provisions of the Declaration, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

1. Assessments, Assessment liens or subordination of such liens;
2. reserves for maintenance, repair and replacement of the Common Elements;
3. insurance or fidelity bonds;
4. rights to use of the Common Elements;
5. responsibility for maintenance and repair of the several portions of the Condominium;
6. expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime other than as contemplated in the phasing plan set forth in Paragraph 1 herein;
7. boundaries of any Unit;
8. the interests in the general or Limited Common Elements;
9. convertibility of Units into Common Elements or of Common Elements into Units;
10. leasing of Units;
11. imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;
12. any provisions which are for the express benefit of holders or insurers of first mortgages on Units.

9. The Association; Its Powers and Responsibilities

A. The Condominium is governed and administered by Carriage Homes at Terramar Condominium Association, Inc., a Florida not for profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "D". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Paragraph 8 of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. Except as provided above in Paragraph 8, no amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record owner or Owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

B. The powers and duties of the Association shall include those set forth in the Bylaws annexed hereto and made a part hereof as Exhibit "E". No modification of or amendment to these Bylaws shall be deemed valid unless duly adopted as provided in the Bylaws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the

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Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. In the case of emergency such as, but not limited to, fire, hurricane or flood, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

2. The power to levy and collect Assessments from Unit Owners and to maintain, repair and replace the Common Elements.

3. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

4. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior surface of his Unit and the Limited Common Elements appurtenant thereto.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property shall be subject to such rules and regulations.

6. The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

7. If requested by the Community Association, the duty to collect from all Condominium Unit Owners the annual, special and individual assessments of the Community Association and to pay said Association all sums collected on a monthly basis.

C. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any Condominium Parcel(s), or which would change the provisions of the Bylaws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to intervene and defend.

G. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

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10. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association -- The Association shall maintain, repair and replace at the Association's own expense:

1. All Common Elements.
2. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

B. By the Condominium Unit Owner -- The responsibilities of the Condominium Unit Owner shall be as follows:

1. To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association as provided in Paragraph 10.A. Included within the responsibility of the Unit Owner shall be any enclosure of any balcony, terrace or porch attached to his Unit, which shall include any screening, carpeting or other floor covering. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

2. To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air conditioning and heating system inside and outside Unit Owner's individual Condominium Unit.

3. Within the Unit to maintain, repair and replace at Unit Owner's expense all fans, stoves, refrigerators, dishwashers, security systems, garage door openers, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit.

4. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, including balconies, patios, terraces or driveways.

5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

6. No Condominium Unit Owner, other than the Developer, shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining written approval from the Board of Directors of the Association.

C. Alteration and Improvement of Common Elements -- There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors, and ratified by the affirmative vote of voting members of the Association casting not less than 66-2/3% of the total votes of the members of the Association present at any regular or special meeting of the Association called for that purpose. The Community Association shall be given notice and a reasonable opportunity to respond to all architectural control matters prior to the approval of such matters by the Board of Directors and the members of the Association. The cost of the foregoing shall be assessed as Common Expenses of the Condominium.

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D. Alteration of Unit -- Except as provided in Paragraph 27 hereinafter, no Owner of a Condominium Unit shall make or cause to be made any structural modifications or alterations or replacements in Owner's Unit, or the exterior doors or interior flooring of Owner's Unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of the building, including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning Units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within the Unit, without consent of the Association. No Unit Owner or any other person shall install upon the roof, exterior of a building, the Condominium Property, or the Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing, without the consent of the Association.

E. Liability of Unit Owner -- Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Common Elements, the Association may make such repairs or replacements and the Association shall have the right to repair the same and to charge the cost thereof to said Unit Owner, and the Association shall have the ability to treat the charge as a Special Assessment and enforce all their rights related thereto, as set forth in Paragraph 13 below. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage caused to or occurring on account of any such repairs.

F. Insurance Proceeds -- Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of accomplishing such maintenance, repair or replacement. See Paragraph 20 herein regarding the application of insurance proceeds.

11. Enforcement of Maintenance

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, Community Association, any management firm, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to charge the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition.

The Association shall have the right to have its employees or agents enter the Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Further, the Association shall have the right to take any and all such steps as may be necessary to remedy violation of Paragraph 10 which may cause damage to the Common Elements or to another Unit or Units,

including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

12. Common Expenses

A. Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, expenses for the use of the roadway known as Tracts H and H-1 of the plat of Terramar One in accordance with that certain Agreement attached to the Declaration as Exhibit "H", and any other expenses designated as Common Expenses by the Condominium Act, this Declaration and the Bylaws.

B. All costs of electricity, telephone, water, gas, trash and garbage collection and sewage service to the Common Elements shall be a Common Expense of the Condominium.

C. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "P".

13. Assessments: Liability, Liens, Priority, Interest and Collections

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while the Owner of a Unit, except as provided in Paragraph 14 below. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

B. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Paragraph 12 hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors. The Association shall, if requested by the Community Association, collect the Community Association assessments and shall remit such assessments directly to the Community Association.

C. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association, in accordance with the Act.

1. The Board of Directors of the Association, in assessing for Common Expenses, shall include statutorily required reserve funds and may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

2. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be

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collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

D. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration or the Condominium Act. All monies received from Assessments may be commingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

E. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which an Owner is entitled to use or enjoy.

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a \$25.00 late charge per month against the defaulting Unit Owner. Payments made shall be applied to interest first, then penalty, and then to principal. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

G. The Association shall have a lien upon each Condominium Parcel, which lien shall secure the payment of all monies due from each Unit Owner for which he is liable to the Association, including all Assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

H. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association may be entitled, at the Court's discretion, to rent from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Unit. The rent required to be paid shall be equal to the rent charged on comparable type of Condominium Units in Broward County, Florida.

I. Where the Mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the mortgage, or as a

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result of a deed given in lieu of foreclosure, such acquiror of title, acquiror's successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the Mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquiror, acquiror's successors and assigns. It is understood that such acquiror shall be liable for acquiror's share of Common Expenses or Assessments attributable to acquiror's Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

J. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

14. Exemption of Developer

The Developer shall be excused from the payment of Common Expenses as provided in the Act, for the period commencing from the date of recordation of the Declaration of Condominium and terminating on the sale of the last Unit the Developer holds for sale in all phases which will ultimately be submitted to the Condominium, or upon notice by Developer to Unit Owners that Developer has elected not to submit further phases to the Condominium, or three (3) years after the recording date of the Declaration, whichever occurs first (the "Guarantee Period"). During this time period, the Developer guarantees that the level of assessments monthly for common expenses shall not exceed \$90.00 for the Comfrey, Lovage and Foxglove type Units, \$101.00 per month for the Marjoram type Unit, and \$109.00 per month for the Tarragon type Unit for the remainder of the first fiscal year of the Association; \$90.00 per month for the Comfrey, Lovage and Foxglove type Units, \$101.00 per month for the Marjoram type Unit, and \$109.00 per month for the Tarragon type Unit for the second fiscal year of the Association; \$100.50 per month for the Comfrey, Lovage and Foxglove type Units, \$111.00 per month for the Marjoram type Unit, and \$119.00 per month for the Tarragon type Unit for the third fiscal year of the Association and for each subsequent fiscal year of the Association until the Guarantee Period is terminated. During the Guarantee Period, the Developer shall pay the portion of Common Expenses incurred which exceeds the amounts assessed against the other Unit Owners in the Condominium.

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15. Limitation of Liability

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which the Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the Bylaws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. A Unit Owner shall be liable for injuries or damages resulting from an accident in Unit Owner's Unit to the same extent and degree that the Owner of a single-family detached dwelling would be liable for an accident occurring within Unit Owner's single-family detached dwelling.

C. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they

shall have the right to intervene and defend.

16. Liens

A. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Paragraph 16, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to the Owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event one lien is filed against two or more Condominium Units and the lien becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

17. Easements

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services; Drainage and Governmental Services
-- Easements are reserved under, through and over the Condominium Property as may be required for utility services, drainage and governmental services in order to serve the Condominium. An Owner shall do nothing within or outside Owner's Unit that interferes with or impairs the utility services or governmental services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency. Governmental Services shall include police and fire protection, and postal service.

B. Pedestrian Traffic -- An easement shall exist for pedestrian and vehicular traffic over, through and across roads, sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. Said easement shall also be for the use of the Community Association for the sole purpose of conducting such activities as may be required by the Declaration of Covenants, Conditions and Restrictions for Terramar. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the Bylaws.

C. Easement for Unintentional and Non-Negligent Encroachments -- If a Unit shall encroach upon any Common Element,

Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support -- The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including condominium Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. The Community Association -- An easement shall exist in favor of the Community Association to enter the Common Elements for landscape maintenance purposes and for general maintenance purposes in the event the Association fails to maintain the Common Elements.

F. Termination of Phasing -- In the event the Developer elects to terminate the plan of phasing described in Paragraph 1 of this Declaration, there shall exist an easement in favor of subsequent title holders of the undeclared property, their successors and assigns, over that portion of the Common Elements which provides access for ingress and egress purposes. Should a developer construct and develop other residential buildings on the property described in Exhibit "C" of this Declaration, this non-exclusive easement shall exist in favor of said developer and the owners of said other residential buildings over the roads and walkways of the Condominium for pedestrian and vehicular traffic to permit said developer and owners ingress and egress over the roadways, walkways and other common areas of the Condominium. There shall also exist an easement for water, sewer, electric and any other utilities or services necessary for said other residential buildings. Said owners shall have a non-exclusive easement over the recreational facilities and all Common Elements of the Condominium and shall have the right to use such facilities subject to the rules and regulations of the Condominium. The Association shall have the right to assess any such other owners a proportionate share of expenses for the use of the roadways, recreational facility and other Common Elements of the Condominium. Said expenses shall include, but not be limited to, the maintenance, repair and replacement of said facilities and all personal property associated with said facilities (i.e., tables and chairs), and the cost of all insurance associated with the operation of said facilities. In the event Carriage Homes at Terramar Condominium Association, Inc., incurs any expense due to the installation, servicing, repairing, restoring or recurring charges for utility or other services to said other owners, said expenses shall be borne by said other owners.

G. Additional Easements -- The Developer (during any period in which there are any unsold Units in the Condominium or any period in which subsequent phases are under construction) and the Association each shall have the right to grant such additional electric, cable television, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access or other easements and relocate any existing access or other easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owner, or for the pur-

pose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Unit Owner or Mortgagee shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

18. Rentals and Leases

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the leasing and rental of Units shall be subject to the following provisions:

A. Transfers Subject to Approval -- No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner, except as provided herein:

No portion of a Unit (other than an entire Unit) may be rented. All leases shall be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and ByLaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association. No Unit shall be leased for a term of less than six months nor more than two times in one calendar year. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association property caused by the negligence of the tenant.

B. Approval by Association -- The approval of the Association which is required for the leasing of Units shall be obtained in the following manner:

1. Notice to Association

(a) Lease -- A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require (including, but not limited to, the intended lessee's credit history and residence references during the past 3 years), and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(b) Failure to Give Notice -- If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or

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ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

C. If the Association shall disapprove a lease, and if the notice of lease given by the Unit Owner shall so demand, then, within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to lease by the Association, or a lessee approved by the Association who will lease and to whom the Unit Owner must lease the Unit, upon the following terms:

1. The rental to be paid by the lessee, to be identified in the Agreement, shall be that stated in the approved lease.

2. The rental shall be paid in cash.

3. The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.

4. If the Association shall fail to provide a lessee upon the demand of the Unit Owner in the manner provided, or if a lessee furnished by the Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

D. Unauthorized Transactions -- Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

E. General Provisions -- The foregoing provisions of this Paragraph 18 shall not be applicable to a lease by a Unit Owner to any member of Unit Owner's immediate family (i.e., spouse, children or parents).

The Association may charge a transfer fee in connection with a lease or sublease, but in no event may such fee exceed \$50.00. However, if the lease is a renewal of a lease with the same lessee, no charge shall be made.

The Association may condition approval of any lease, upon payment of fines as specified in Article XIII of the Bylaws.

19. Obligations of Unit Owners

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

A. Promptly pay the Assessments levied by the Association.

B. Maintain in good condition and repair, Owner's Unit and Limited Common Elements. This includes maintenance and repair of the fixtures therein, surfaces of the walls, ceilings, and floors, and payment for any utilities which are separately metered to Owner's Unit.

C. Not permit or suffer anything to be done or kept in Owner's Unit which will increase the insurance rates on Owner's Unit or the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, or illegal act in Owner's Unit or on the Common Elements.

D. Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit and Common

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Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under Owner do likewise.

E. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, or to any outside or exterior portion of the building, except as set forth hereinbefore.

F. Show no sign, advertisement or notice of any type on the Common Elements or Owner's Unit, except as may be provided for in the rules and regulations of the Association.

G. Make no repairs to any plumbing or electrical wiring except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

H. Pay ad valorem taxes for the "Condominium Parcel" to the respective taxing authorities having jurisdiction over them for separate assessment against Unit Owner's Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Unit Owner in Owner's "Condominium Parcel" and in the "Limited Common Elements" appurtenant thereto and in the "Common Elements" shall be considered as a Unit. The value of each Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit in this Declaration.

20. Insurance

A. Liability Insurance -- The Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage if reasonably available. Said insurance coverage shall include, but not be limited to, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

B. Property Insurance -- Purchase of Insurance -- The Association shall obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings of a Unit, cabinets, appliances, interior decorating items or personal property, which shall be the responsibility of the Unit Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do

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business in the State of Florida. Insurance shall be obtained from Best "A" (or better) rated companies.

C. Flood Insurance. In the event the Condominium is located within an area which is officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance is made available under the National Flood Insurance Program (NFIP), the Association is required to obtain and pay the premiums upon, as a Common Expense, a "Master" or "Blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy ("Insurable Property"), in an amount deemed appropriate by the Association, but not less than the following: The lesser of: (a) the maximum coverage available under the NFIP for all buildings and other Insurable Property within the Condominium to the extent that such buildings and other Insurable Property are within an area having special flood hazards; or (b) 100% of current replacement cost of all such buildings and other insurable property within such area. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

D. Application and Distribution of Insurance Proceeds
 -- The proceeds of property insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

1. Common Elements Only -- The proceeds paid to the Association for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, or if the damage for which the proceeds were paid shall not be repaired and restored, then the excess shall be paid by the Association to the Owners of all Units, and their respective mortgagees, jointly, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the proceeds, from any Association reserve fund which may have been established for this purpose, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

2. Units -- The proceeds paid to the Association for loss of or damage to the building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, or if the damage for which the proceeds were paid shall not be repaired or restored, then the excess shall be paid by the Association to the Owners of the damaged or destroyed Units and their respective mortgagees, jointly, in shares or proportions based upon the undivided interest appurtenant to each such Unit in the Common Elements. This is a covenant for the benefit of any Mortgagee of

a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units, the Association shall assess the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the insurance proceeds to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged, shall be assessed by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

E. Reconstruction or Repair After Casualty -- Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

1. The Building -- If the Building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(a) Total Destruction of Building. If the Building is totally destroyed or is so damaged that no Unit therein is habitable, the building and the improvements comprising Common Elements shall not be reconstructed, and the Condominium shall be terminated unless the Owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(b) Damage to and Destruction of Part of the Building. If some, but not all, of the Building is damaged and/or destroyed and one or more of the Units remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the Building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

2. Common Elements -- Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

P. Construction Funds -- The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association shall constitute

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a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

1. Unit Owners -- The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit Owners, shall be paid by the Association to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

2. Association - Minor Damage -- If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand and No/100 Dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

3. Association - Major Damage -- If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand and No/100 Dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

4. Surplus -- It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial Owners of the fund in a manner elsewhere herein stated; except however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

G. Plans -- Any repair and restoration must be substantially in accordance with the plans for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required.

H. Association's Power to Compromise Claim -- The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

I. Worker's Compensation -- A workmen's compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage.

J. Fidelity Bonds -- Fidelity bonds, in an amount of at least \$10,000 per person, shall be required for all directors, officers and employees of the Association handling or responsible for Association funds. The premium for such bonds shall be paid for by the Association.

K. Unit Owner's Responsibility to Insure -- Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal

property, and such insurance, where applicable, shall contain waiver of subrogation, if available. Insurable improvements shall include floor coverings, wall coverings or ceiling coverings of a Unit, cabinets, appliances, interior decorating items or personal property, which shall be the responsibility of the Unit Owner.

L. Subrogation -- If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

M. Failure to Insure -- If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to said payments.

N. General -- The Board of Directors may obtain such other insurance coverage as they deem desirable, including Board of Directors' and Association Officers' liability insurance.

21. Eminent Domain or Condemnation Proceedings.

The Association is hereby irrevocably appointed agent for each Unit owned for the purpose of representing the Unit Owners in any condemnation proceedings or in negotiating settlements or agreements with the condemning authority for acquisition of the common areas, or part thereof.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

22. Rules and Regulations

A. As to Common Elements -- The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, mail to Owners or post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Condominium Units -- The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

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C. Rules and Regulations -- The rules and regulations shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a 51% vote of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the Bylaws. The rules and regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "F" and made a part hereof as though set out in full.

23. Management Agreement

The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

24. Termination of Condominium

The Condominium may be terminated in the following manner:

A. Destruction -- If it is determined in the manner provided in Paragraph 20 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement -- As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all holders of recorded liens affecting any of the Condominium Parcels.

If the proposed termination is submitted to a meeting of the Association, and if the approval of 75% of the Owners and their mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of 120 days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

1. Exercise of Option -- The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

2. Price -- The sales price for each Condominium Unit shall be the fair market value as determined between the Seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Condominium Unit, the price shall be determined by an appraiser appointed by the Chairman of the Local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered by any court of competent jurisdiction.

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3. Payment -- The purchase price shall be paid in cash.

4. Form -- The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Broward County, Florida.

5. The sale of all Condominium Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Condominium Unit to be purchased.

C. Certificate -- The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Broward County, Florida.

D. Shares of Owners After Termination -- After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal 100%. If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the Bylaws.

E. Amendment -- This Paragraph 24 concerning termination cannot be amended without the written consent of all Unit Owners, all record owners of mortgages upon the Condominium Units and the Developer (so long as it holds at least one Unit in the Condominium for sale in the ordinary course of business).

F. The Community Association. The Community Association shall be allowed to maintain all Common Areas and assess the Unit Owners for such maintenance in the event of termination of the Association.

25. Assignability of Rights of Developer.

The rights, privileges and obligations reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest of the nominee, assignee or designees of the nominee, assignee or designees of the Developer.

26. Execution of Documents Required by Governmental Authorities.

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by governmental authorities (including the City of Parkland, County of Broward and the State of Florida). To the extent that said documents require the joinder of any or all Unit Owners in this Condominium, each of said Owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

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27. Changes in Developer-Owned Units.

Developer shall have the right, without the vote or consent of the Association, subject to Florida Statute 718.113(3) and 718.403 to do the following modifications provided such modifications do not increase the maximum number of Units or materially increase a Unit Owner's maintenance obligation, except as provided herein:

A. Make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

B. Change the layout or number of rooms in any Developer-owned Units.

C. Change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise.

D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

The provisions of this Paragraph may not be added to, amended or deleted without the prior written consent of the Developer so long as the Developer holds at least one Unit in the Condominium for sale in the ordinary course of business.

28. Animals and Pets

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of a dog, a cat, or other usual and common household pet, but no more than a total of one (1). The keeping of a dog or other domestic pet at the Condominium is not a right of a Unit Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Condominium.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside the Unit.

B. Pets are permitted to have excrements upon the Common Elements provided that the owner shall immediately remove such excrement from the Common Elements with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of this Rule shall be deemed a nuisance and shall be subject to removal.

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29. Remedies

A. Relief -- Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by Developer, the Association, the Community Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees -- In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general and limited partners of the Developer or the initial directors of the Association) for any reason whatsoever, including, but not limited to, (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Broward County for the purpose of testifying at trial or deposition; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver -- The failure of the Association, the Community Association, any management firm, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the Bylaws and/or, the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative -- All rights, remedies and privileges granted to Association, the Community Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute a election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or

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in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

E. Venue; Waiver of Trial by Jury -- Every Unit Owner or occupant and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and any management firm do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Appointment of Agent -- Should suit be instituted, the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Broward County, Florida. The provisions of this Subparagraph 29.F shall not be applicable to the Developer or any management firm.

30. Ownership in Terramar.

Carriage Homes at Terramar, A Condominium comprises a portion of the residential development known as Terramar. By taking title to a Condominium Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Terramar, as recorded in the Public Records of Broward County, Florida. Among other things, the document provides that an Owner shall become a member of Terramar Community Association, Inc.; shall acquire certain property rights to common areas within Terramar; and shall become subject to the assessments of Terramar Community Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to Terramar Community Association, Inc. for approval prior to recordation.

31. Additional Provisions.

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. The Board of Directors of the Association must obtain the approval of seventy-five percent (75%) of the Unit Owners prior to instituting any legal action other than actions dealing with the collection of assessments or the protestation of taxes or contractors hired by the Association. Notwithstanding the amendment provisions of Paragraph 8 of the Declaration, this paragraph can not be amended without the approval of seventy-five percent (75%) of the Unit Owners.

C. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

D. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1)

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change the prorata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

E. Upon written request to the Association, an Institutional Mortgagee is entitled to timely written notice of:

1. Any condemnation or casualty loss that affects a material portion of the Condominium Property or of the Unit encumbered by its mortgage;
2. Any 60-day delinquency in the payment of assessments or charges owned by the Unit Owner of any Unit on which it holds a Mortgage;
3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
4. Any proposed action that requires the consent of a specified percentage of Institutional Mortgagees;
5. Any proposed amendment of the condominium instruments effecting a change in the exclusive easement rights of any unit; and
6. Any proposed amendment of the condominium instruments effecting a change in the number of votes in the Association appertaining to any Unit.

F. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

G. Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

H. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

I. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

J. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Developer may place trailers on Common Elements. The Developer may use unsold Units as sales offices and/or model Units and the Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as the Developer may determine. Any sales offices and/or model Units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer.

SDV/sdv
05/30/89
101-619111

EXHIBIT "A" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE 16

BK 7175 PC 0816

LEGAL DESCRIPTION: PHASE 16

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK , PAGE , PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE NORTH 06°00'33" EAST FOR 49.50 FEET; THENCE NORTH 51°00'33" EAST FOR 24.27 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 31°46'22" FOR AN ARC DISTANCE OF 85.95 FEET; THENCE SOUTH 49°13'17" EAST FOR 52.02 FEET; THENCE NORTH 88°46'30" EAST FOR 116.44 FEET; THENCE NORTH 40°46'43" EAST RADIALLY TO THE NEXT DESCRIBED CURVE FOR 29.83 FEET; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 47°59'47" FOR AN ARC DISTANCE OF 29.32 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°13'30" EAST FOR 34.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 81°15'00" FOR AN ARC DISTANCE OF 28.36 FEET; THE LAST NINE DESCRIBED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE SOUTH 07°31'30" WEST FOR 38.12 FEET; THENCE SOUTH 51°00'33" WEST FOR 185.51 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 79°34'20" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 28°33'47" FOR AN ARC DISTANCE OF 97.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°59'27" EAST FOR 113.27 FEET; THENCE SOUTH 51°00'33" WEST FOR 20.00 FEET; THENCE NORTH 38°59'27" WEST FOR 174.91 FEET; THENCE NORTH 32°08'53" WEST FOR 100.72 FEET; THENCE NORTH 38°59'27" WEST FOR 144.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.238 ACRES MORE OR LESS.

BK 17175260817

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

SDV/sdv
02/14/90
101-619112

EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

PLOT PLAN, SURVEY AND GRAPHIC
DESCRIPTION OF PHASE 16

BK 7 1/2 S PG 0 8 1 8

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE PHASE 16, CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENT, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO PHASE 16 AND COMMON ELEMENT FACILITIES SERVING PHASE 16 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

2/17/99
DATE

I. M. M.
ISHMAEL S. MOHAMED, P.L.S.
PROFESSIONAL LAND SURVEYOR NO. 2464
STATE OF FLORIDA



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

BK17175PC0819

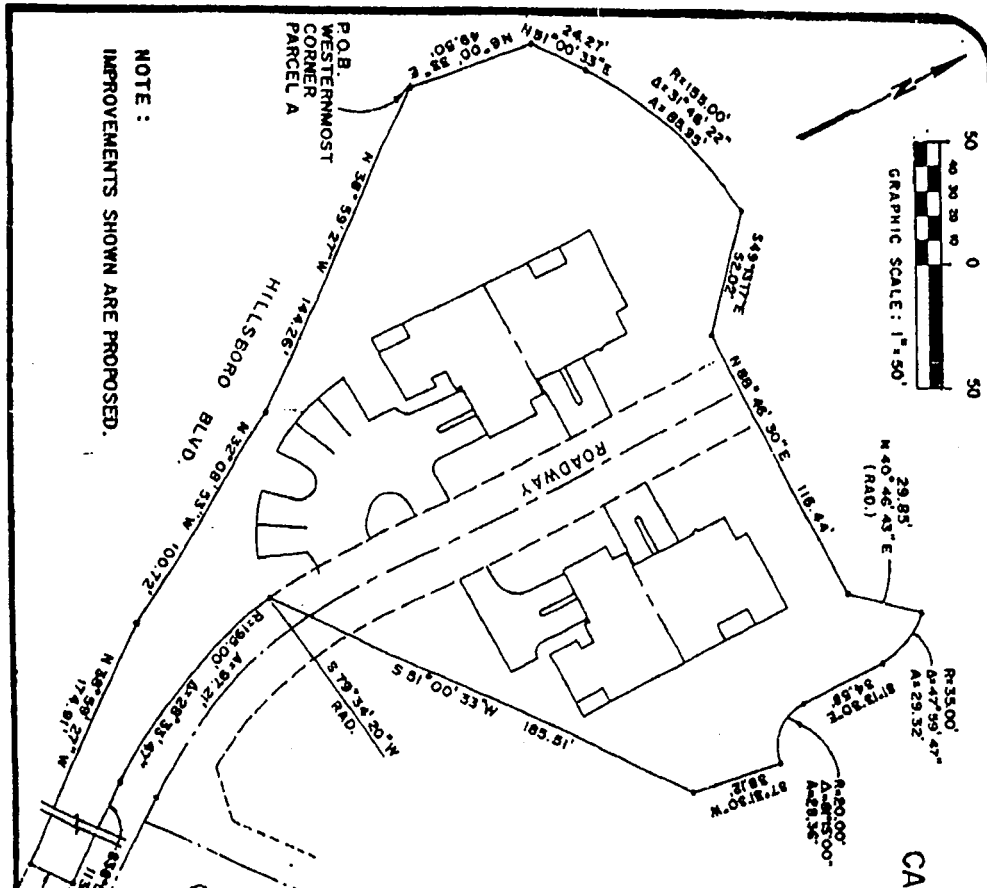
EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD BY GOLD COAST TITLE COMPANY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, AND/OR PARKING SPACES, ARE PARTS OF THE COMMON ELEMENTS.
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN ACCORDANCE WITH THE INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY JOSE A. OBESO, ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY CCL CONSULTANTS, INC.

BK 77A75P0820

UK # 7175FGJ822



NOTE:
IMPROVEMENTS SHOWN ARE PROPOSED.

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 16

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____ PAGE _____ PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERNMOST CORNER OF SAID PARCEL A; THENCE NORTH 06°00'13" EAST FOR 49.50 FEET; THENCE NORTH 51°00'13" EAST FOR 24.27 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 11°46'23" FOR AN ARC DISTANCE OF 85.95 FEET; THENCE SOUTH 49°13'17" EAST FOR 52.02 FEET; THENCE NORTH 88°46'30" EAST FOR 116.44 FEET; THENCE NORTH 40°46'43" EAST RADIAL TO THE NEXT DESCRIBED CURVE FOR 29.85 FEET; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 47°59'47" FOR AN ARC DISTANCE OF 29.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°13'30" EAST FOR 34.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 81°15'00" FOR AN ARC DISTANCE OF 26.36 FEET; THE LAST MIDE DESCRIBED CURVES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE SOUTH 07°31'10" WEST FOR 38.12 FEET; THENCE SOUTH 51°00'13" WEST FOR 185.51 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 78°04'20" WEST FROM THE RADIOS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 28°03'47" FOR AN ARC DISTANCE OF 97.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°59'27" EAST FOR 113.27 FEET; THENCE SOUTH 51°00'13" WEST FOR 20.00 FEET; THENCE NORTH 38°59'27" WEST FOR 174.91 FEET; THENCE NORTH 32°08'53" WEST FOR 100.72 FEET; THENCE NORTH 38°59'27" WEST FOR 144.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.238 ACRES MORE OR LESS.

PHASE 16

CEL CONSTRUCTION, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM
 PHASE 16
 168


EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

SECOND FLOOR PLAN
UPPER LIMIT OF UNITS 34.1 ELEV. (M.S.L.)
LOWER LIMIT OF UNITS 16.6 ELEV. (M.S.L.)

2-12-90 FINAL

M.D.

PHASE 16 - BLDG. 33

 CCL CONDOMINIUM, INC. 1000 W. ... CARRIAGE HOMES AT TERRAMAR A Condominium 6-68	DATE 6-27-97 6-68
---	-------------------------

NOTE:

- (S) INDICATES UNIT BOUNDARY
- (C/L) INDICATES COMMON ELEMENT
- (L/C/L) INDICATES LIMITED COMMON ELEMENT

THIS DECLARATION TOWARDS WITH THE DECLARATION OF CONDOMINIUM PRESENTS SEPARATE DETAILS TO IDENTIFY THE COMMON ELEMENTS AND EACH UNIT.

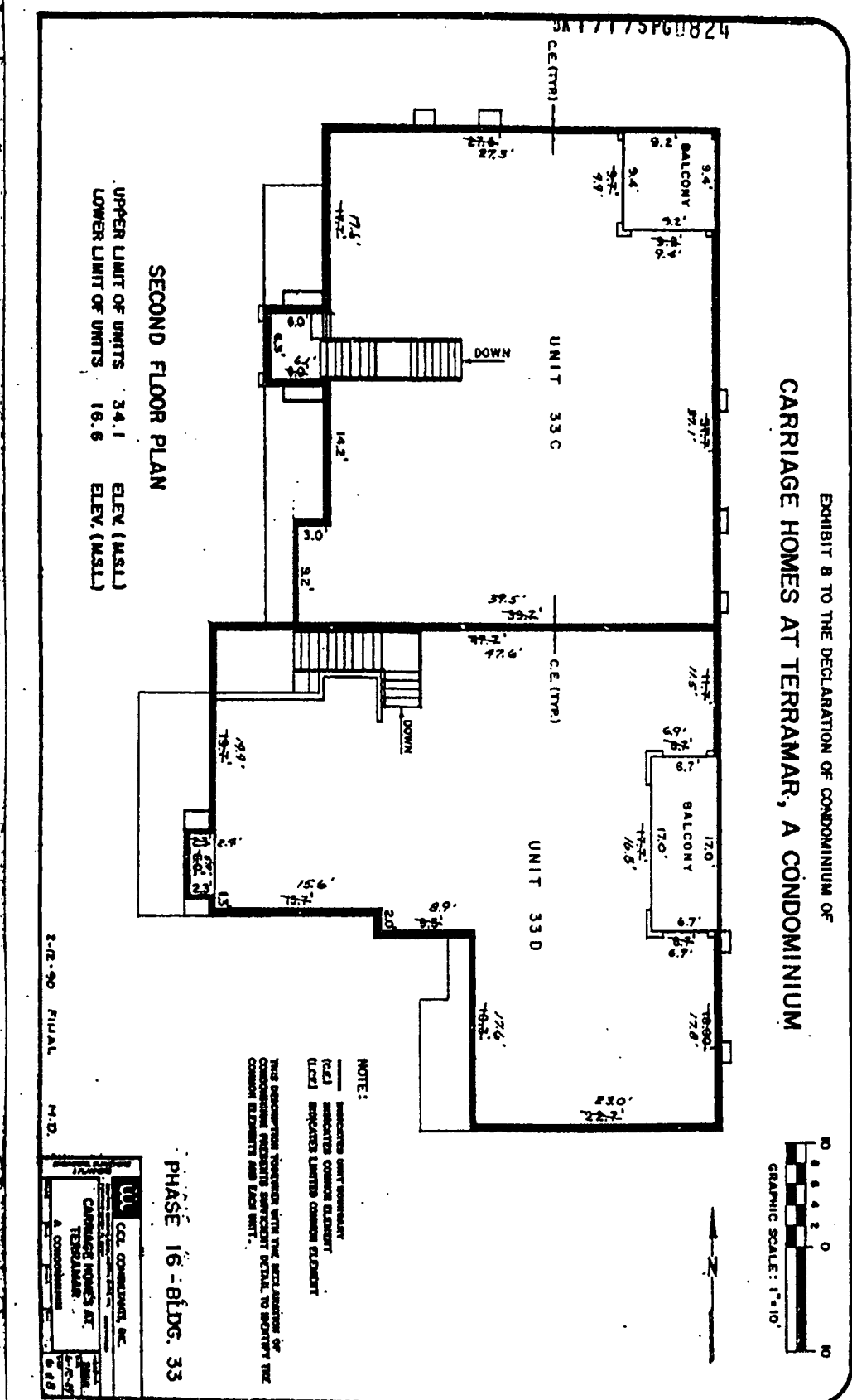
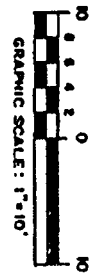
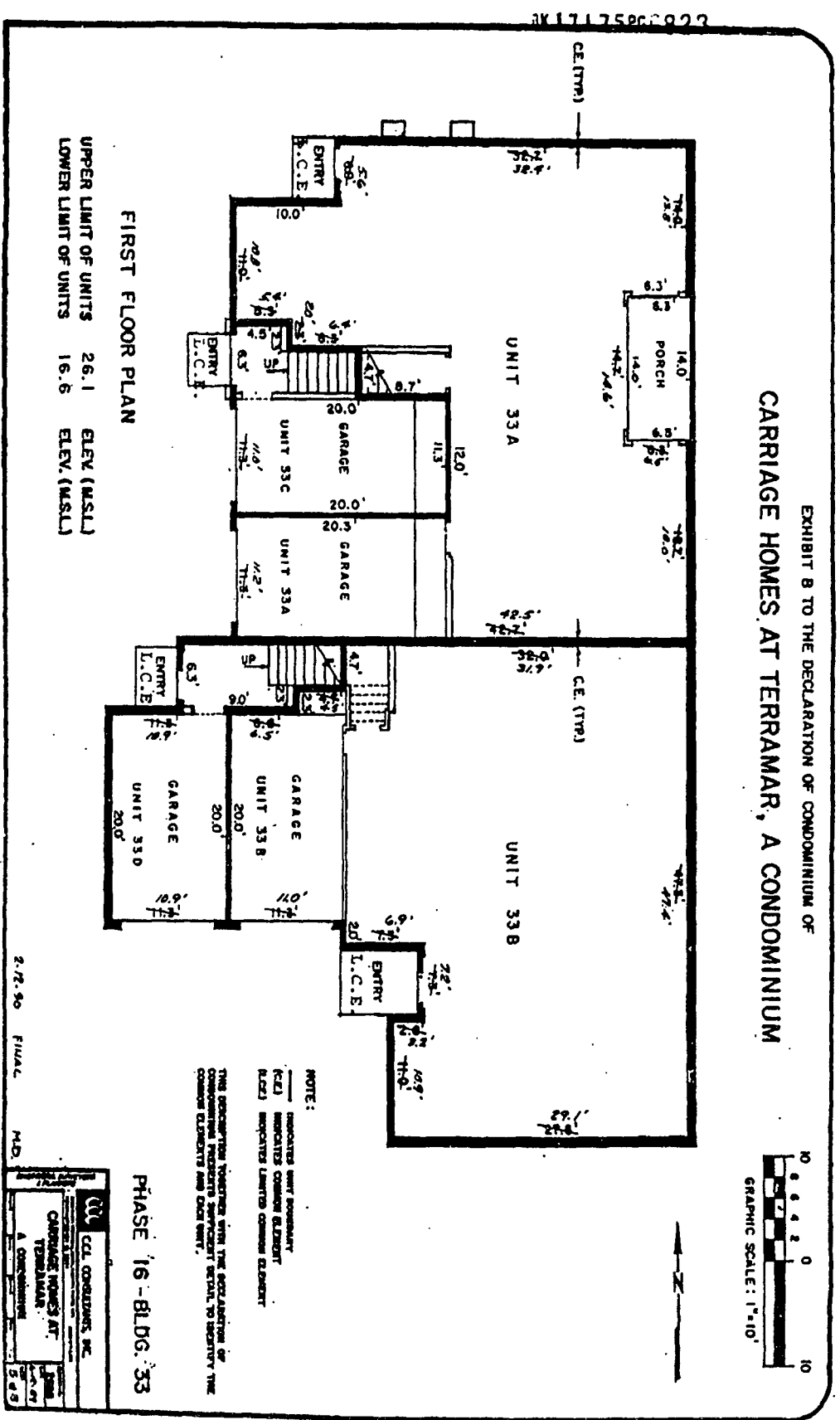


EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM



FIRST FLOOR PLAN

UPPER LIMIT OF UNITS 26.1 ELEV. (MSL)
LOWER LIMIT OF UNITS 16.6 ELEV. (MSL)

2/2/90 FINAL

M.D.

PHASE 16 - BLDG. 33

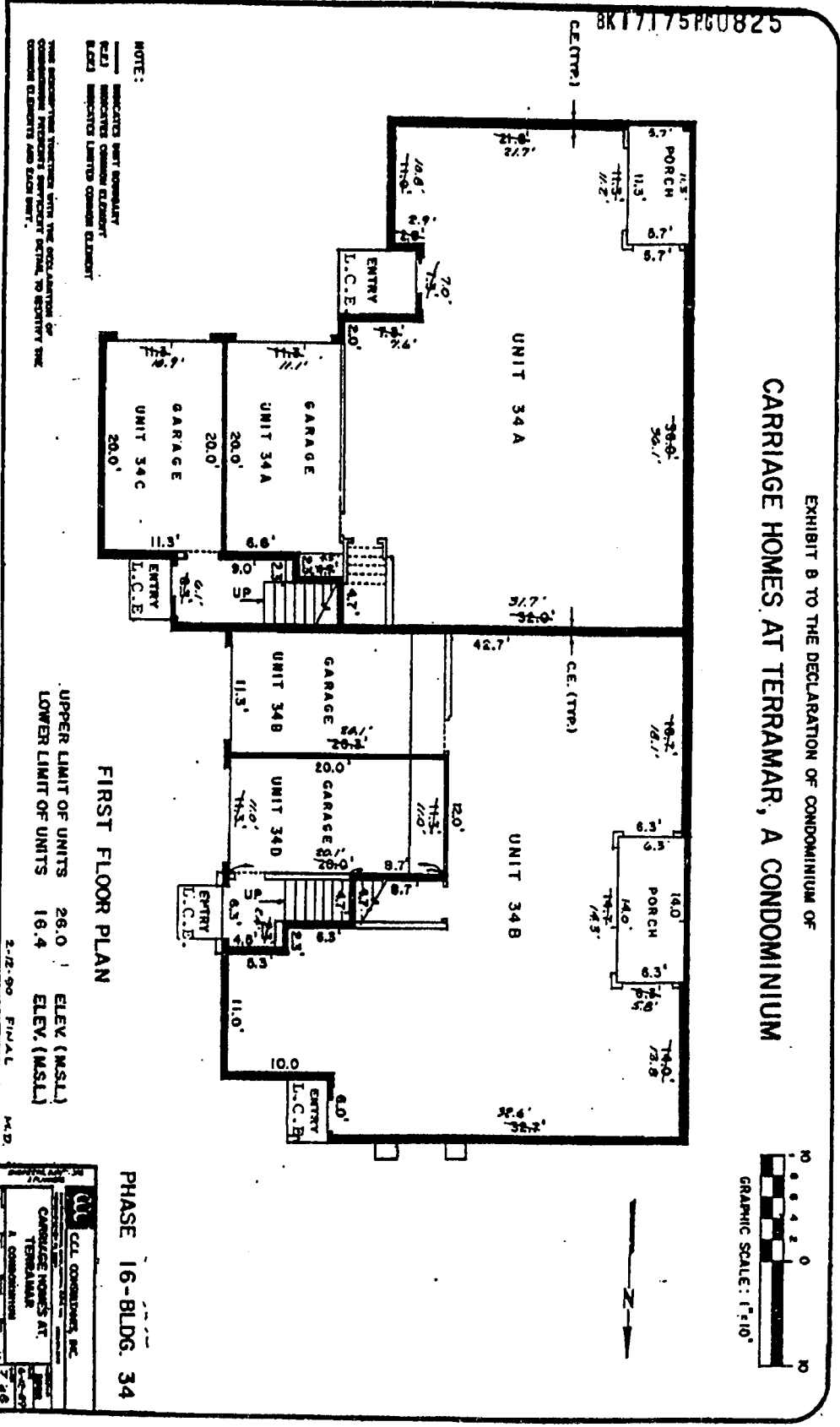
CCL CONDOMINIUMS, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM
 2/2/90

NOTE:
 (CCL) INDICATES UNIT BOUNDARY
 (L.C.E.) INDICATES COMMON ELEMENT
 (L.C.D.) INDICATES LIMITED COMMON ELEMENT

THIS DOCUMENT IS DRAWN WITH THE DECLARATION OF
 CONDOMINIUM. PLEASE REFER TO THE DECLARATION OF
 CONDOMINIUM FOR THE DEFINITION OF COMMON
 ELEMENTS AND EACH UNIT.

CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF



NOTE:

- UNITS WITH APARTMENT
- UNITS WITH COMMON ELEMENT
- UNITS WITH LIMITED COMMON ELEMENT

THIS DOCUMENT IS INTENDED TO BE USED IN CONNECTION WITH THE OCCUPATION OF THE COMMON ELEMENTS AND EACH UNIT.

FIRST FLOOR PLAN

UPPER LIMIT OF UNITS 26.0 | ELEV. (MSL)
 LOWER LIMIT OF UNITS 16.4 | ELEV. (MSL)

2-12-90 FINAL M.D.

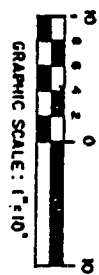
PHASE 16-BLDG. 34

CCL CONDOMINIUM, INC.

CARRIAGE HOMES AT TERRAMAR

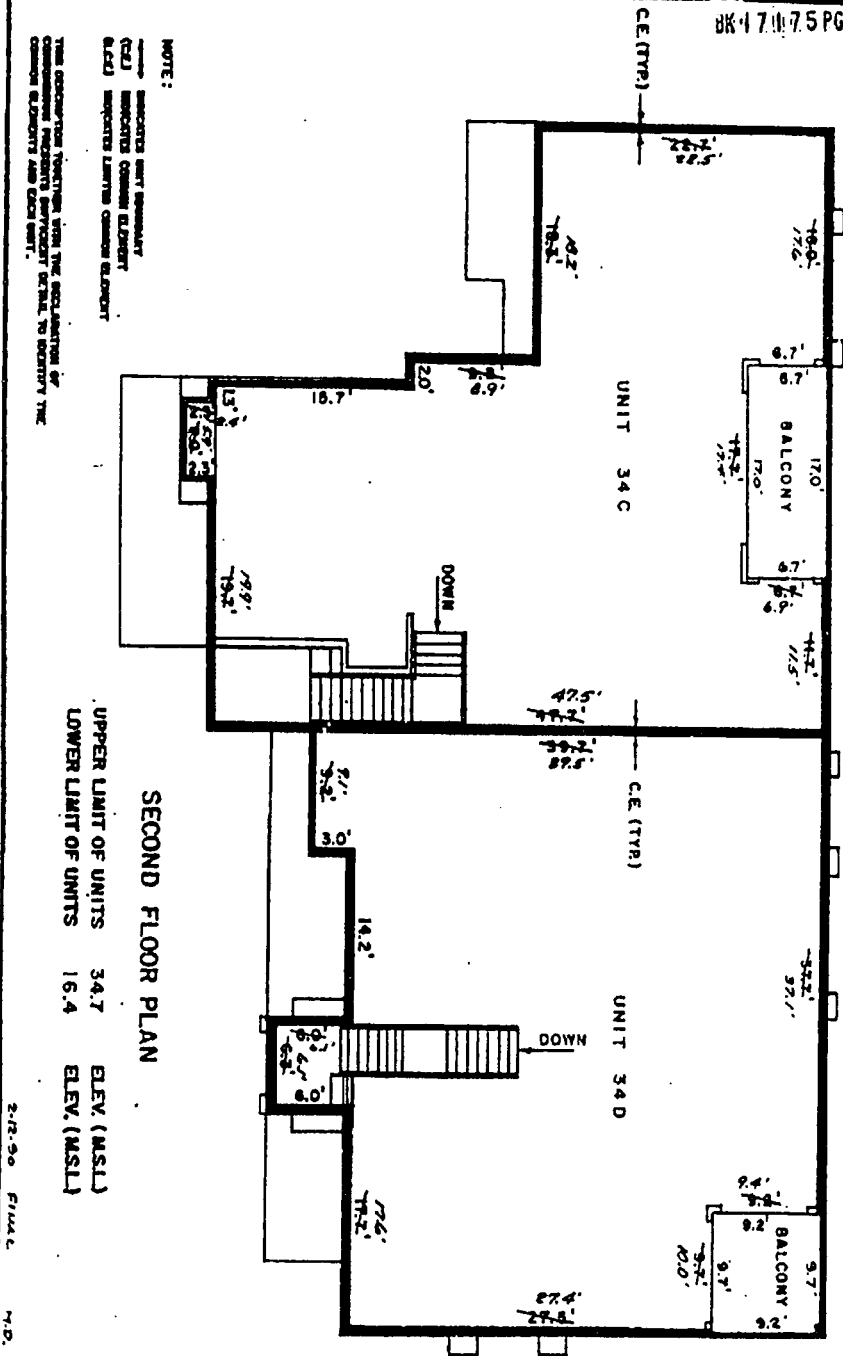
A CONDOMINIUM

16-00-00



BK 471075 PG 0826

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM



NOTE:

- INDICATES UNIT SEPARATION
- (C/L) INDICATES COMMON ELEMENT
- (A/C) INDICATES LIMITED COMMON ELEMENT

THE CONDOMINIUM INTERIOR, WITH THE EXCLUSION OF COMMON ELEMENTS, SHALL BE DEEMED TO BE THE COMMON ELEMENTS AND EACH UNIT.

SECOND FLOOR PLAN

UPPER LIMIT OF UNITS 34.7 ELEV. (M.S.L.)
 LOWER LIMIT OF UNITS 16.4 ELEV. (M.S.L.)

2-12-90 FILED



PHASE 16-BLDG. 34

CCL CONDOMINIUM, INC.

CARRIAGE HOMES AT
TERRAMAR
A CONDOMINIUM

SDV/sdv
02/14/90
101-6191-9

EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

LEGAL DESCRIPTIONS OF
PHASES 1 THROUGH 15, 17 THROUGH 19
AND PHASING PLAN

BK 17175P6C827

EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

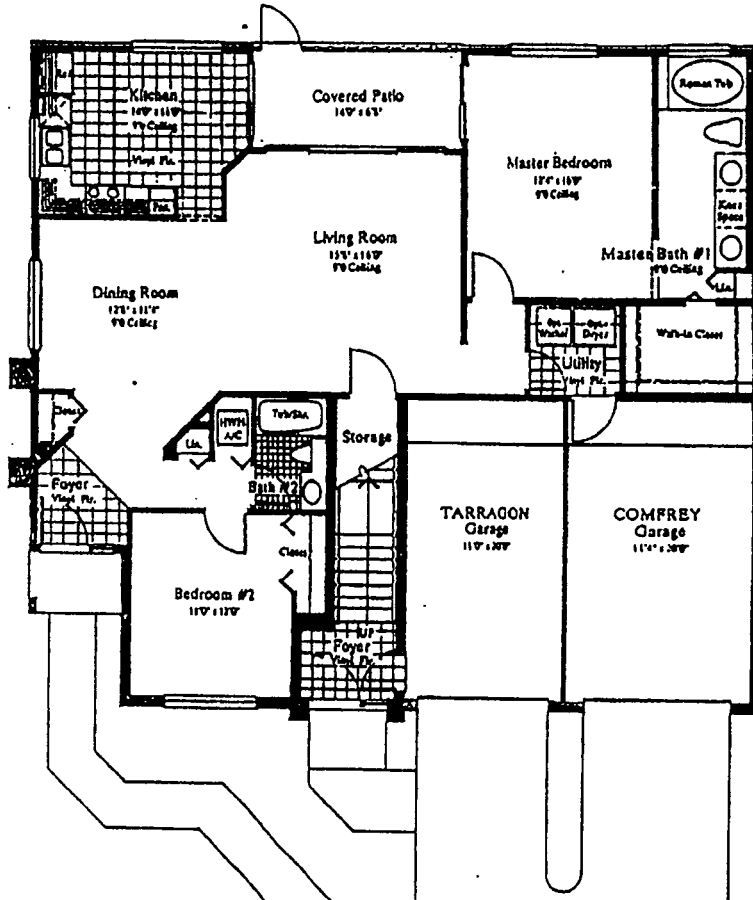
<u>PHASE NUMBER</u>	<u>LATEST COMPLETION</u>	<u>NUMBER OF BUILDINGS</u>	<u>NUMBER OF UNITS IN BUILDING</u>	<u>TYPE AND NUMBER OF UNITS IN BUILDING</u>
16	June 30, 1991	2	4	Comfrey/1 Lovage/0-1 Foxglove/0-1 Marjoram/1 Tarragon/1
1-4, 6, 8-15	*	2 per phase	4	Comfrey/1 Lovage/0-1 Foxglove/0-1 Marjoram/1 Tarragon/1
5, 7	*	3 per phase	4	Comfrey/1 Lovage/0-1 Foxglove/0-1 Marjoram/1 Tarragon/1
17**	*	1	0	N/A
18,19***	*	-0-	N/A	N/A

3K47175P6U828

* The latest date of completion shall not exceed seven (7) years from the date of recording of the Declaration.

** Recreational Phase

*** Roadway Phases



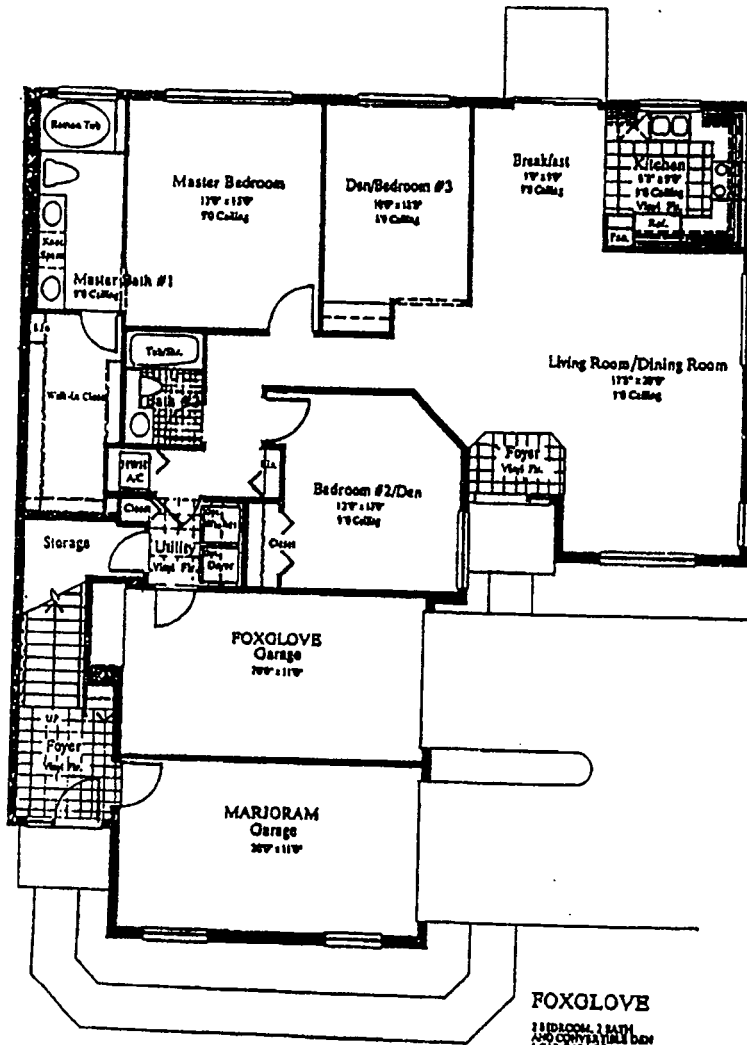
BK 7:475R60829

COMPREY

3 BEDROOM, 2 BATH
1 CAR GARAGE

A/C LIVING AREA	113	10	FT.
DINING	120	11	FT.
COVERED PATIO	84	6	FT.
TOTAL	1317	16	FT.

ALL DIMENSIONS ARE APPROXIMATE
AND ARE SUBJECT TO MODIFICATION.



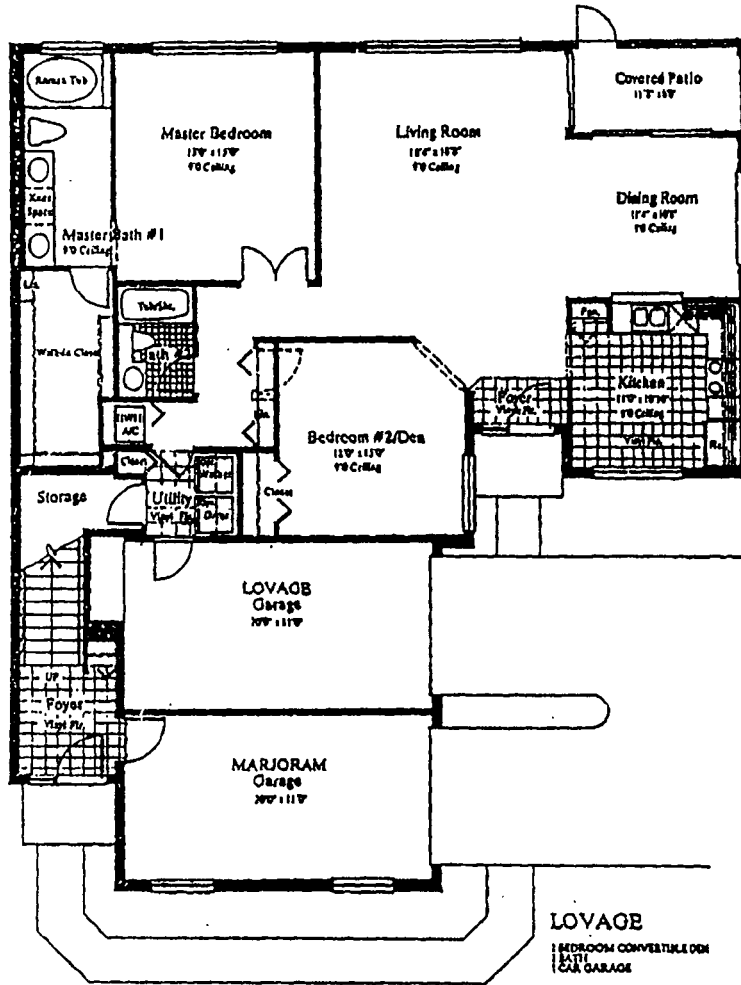
DK 17175R0830

FOXGLOVE

3 BEDROOM, 3 BATH
AND COVERED ENTRY
1 CAR GARAGE

AC/LIVING AREA	1111 SQ. FT.
CARAGE	1111 SQ. FT.
COVERED ENTRY	1111 SQ. FT.
TOTAL	1111 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE
AND ARE SUBJECT TO MODIFICATION.

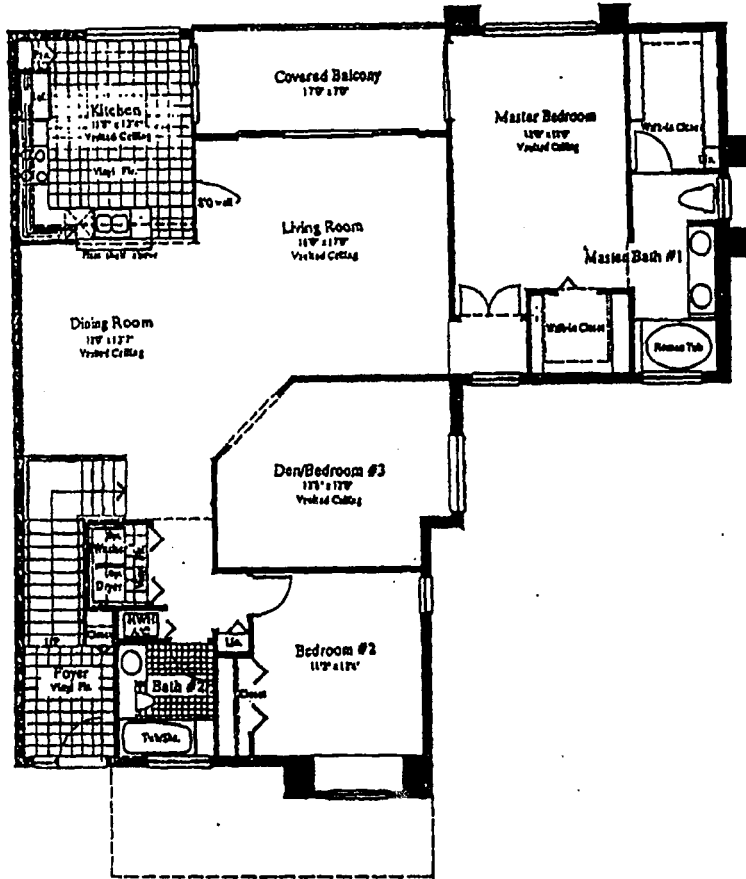


BK 7175R0831

LOVAGE

1 BEDROOM CONVERTIBLE DM	
1 CAR GARAGE	
A/C LIVING AREA	11'00/FT
GARAGE	11'00/FT
COVERED PATIO	11'00/FT
TOTAL	11'00/FT

ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION.



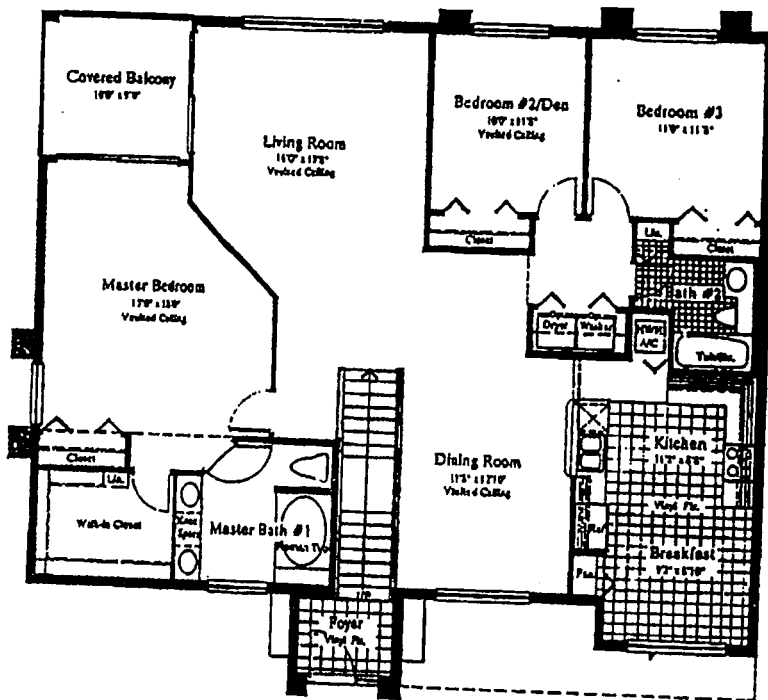
BR 17175 PG 0832

MARJORAM

1 BEDROOM 1 LIN CONVERTIBLE DEN
C/L GARAGE

A/C UNIT AREA	11'0" x 12'0"
CLOSET AREA	11'0" x 12'0"
CLOSET AREA	11'0" x 12'0"
TOTAL	11'0" x 12'0"

ALL DIMENSIONS ARE APPROXIMATE
AND ARE SUBJECT TO MODIFICATION



BK 17175R60833

TARRAGON

3 BEDROOM CONVENTIAL DEN
 CAT GARAGE
 A/C LIVING AREA 111 SQ. FT.
 COVERED BALCONY 171 SQ. FT.
 TOTAL 282 SQ. FT.
 ALL DIMENSIONS ARE APPROXIMATE
 AND ARE SUBJECT TO MODIFICATION.

EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE PHASE___, CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OF CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENT, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO PHASE___ AND COMMON ELEMENT FACILITIES SERVING PHASE___ AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

DATE

ISHMAEL S. MOHAMED, P.L.S.
PROFESSIONAL LAND SURVEYOR NO. 2464
STATE OF FLORIDA

BK 7175R60834

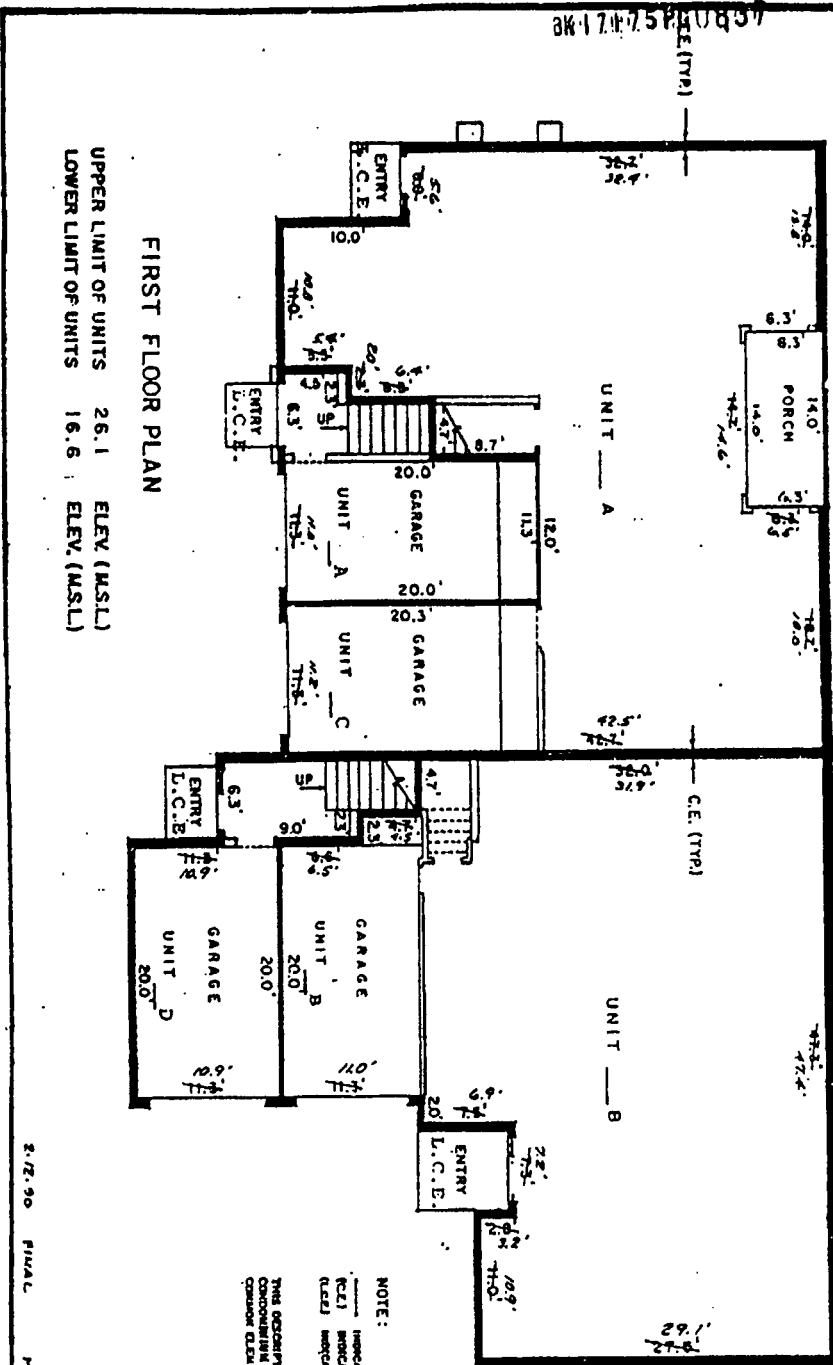
EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD BY GOLD COAST TITLE COMPANY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, AND/OR PARKING SPACES, ARE PARTS OF THE COMMON ELEMENTS.
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN ACCORDANCE WITH THE INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY JOSE A. OBESO, ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY CCL CONSULTANTS, INC.

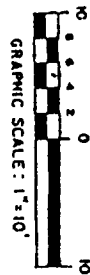
BK17175PC:035

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM



FIRST FLOOR PLAN

UPPER LIMIT OF UNITS 26.1 ELEV. (M.S.L.)
LOWER LIMIT OF UNITS 16.6 ELEV. (M.S.L.)



NOTE:
 () INDICATES UNIT BOUNDARY
 (C.E.) INDICATES COMMON ELEMENT
 (C.E.L.) INDICATES COMMON ELEMENT
 (C.E.L.) INDICATES COMMON ELEMENT

THIS DOCUMENT, WHEN READ WITH THE DECLARATION OF
 CONDOMINIUM PRESENTS SUFFICIENT DETAIL TO IDENTIFY THE
 COMMON ELEMENTS AND EACH UNIT.

2/7/90 FINAL M.D.

CCCL CONSULTING, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A Condominium
 548

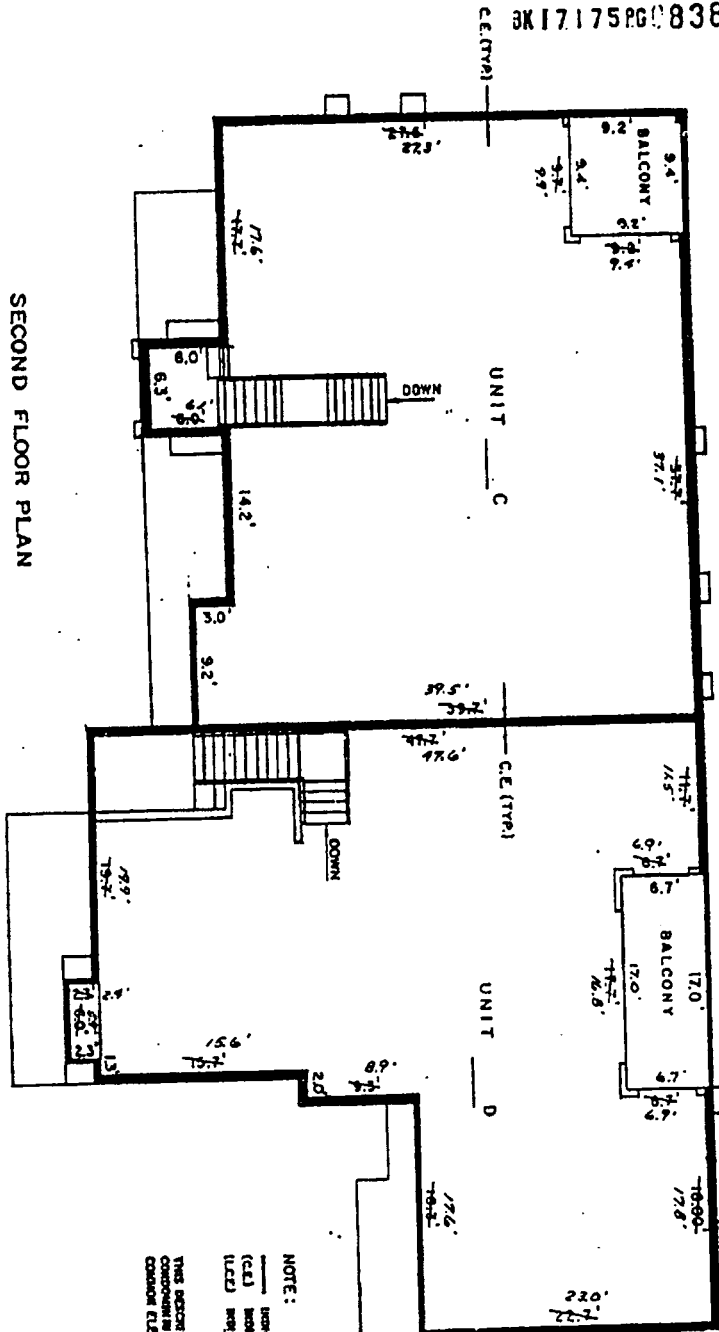
AK17175PG0838

CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF

UPPER LIMIT OF UNITS : 34.1 : ELEV. (M.S.L.)
LOWER LIMIT OF UNITS : 16.6 : ELEV. (M.S.L.)

SECOND FLOOR PLAN



NOTE:
 (S) INDICATES SHUT ROSSARY
 (CL) INDICATES COMMON ELEMENT
 (LCE) INDICATES LIMITED COMMON ELEMENT

THIS DOCUMENT TOGETHER WITH THE DECLARATION OF
 CONDOMINIUM PRESENTS A COMPLETE SET OF DETAILS TO IDENTIFY THE
 COMMON ELEMENTS AND EACH UNIT.

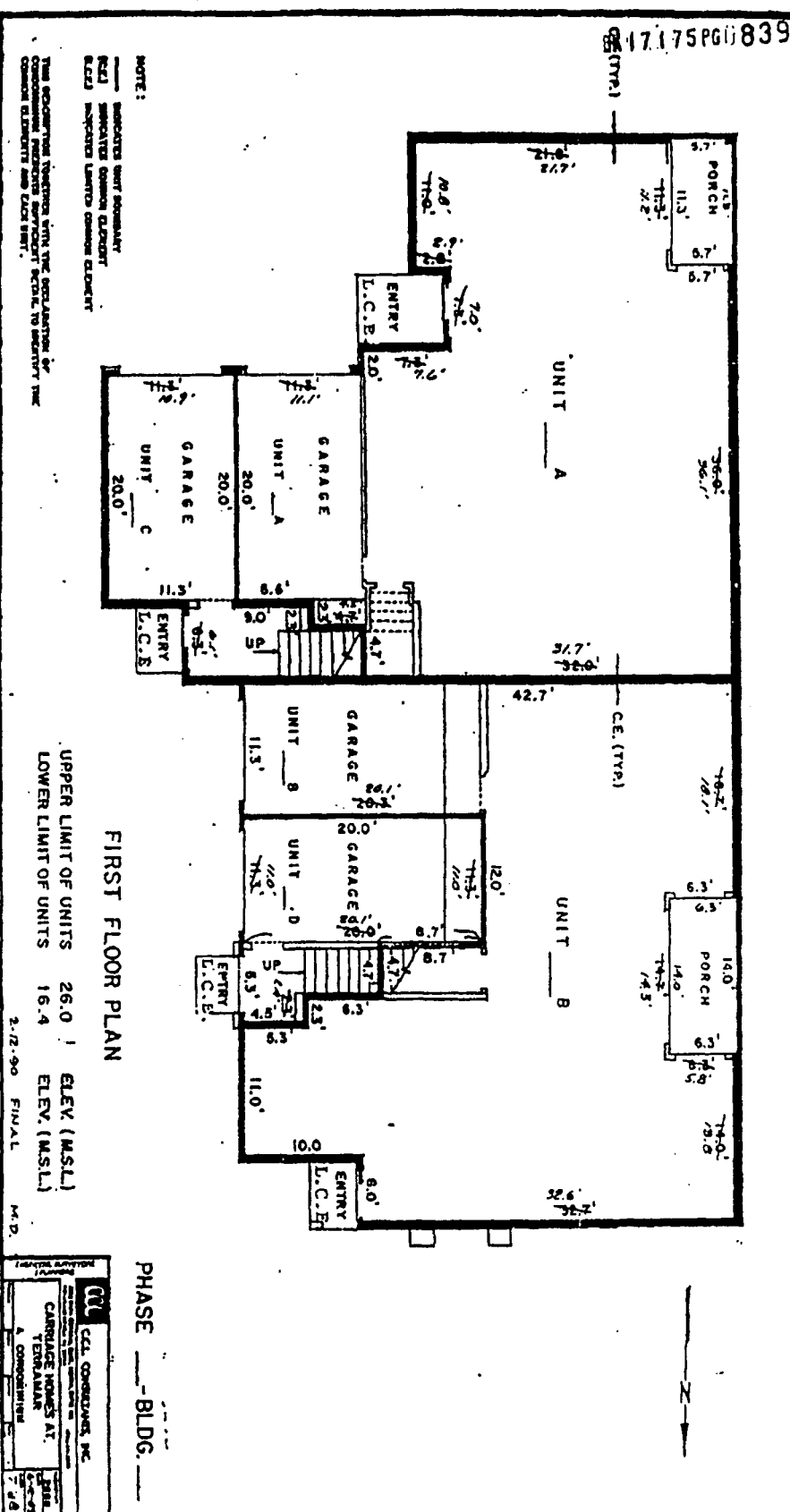
2-12-90 FINAL

M.D.

PHASE - BLDG.

CCL CONSULTANTS, INC.	
CARRIAGE HOMES AT TERRAMAR	
CONDOMINIUM	
DATE	SCALE
6/25/99	1/8" = 1'-0"
BY	CHKD
048	

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM



NOTE:
 SINDICATED UNIT BOUNDARY
 F.C.B. INDICATES COMMON ELEMENT
 F.C.E. INDICATES LIMITED COMMON ELEMENT

THIS DOCUMENT COMPLIES WITH THE REQUIREMENTS OF
 THE CONDOMINIUM ACT AND THE DECLARATION OF
 COMMON ELEMENTS AND COVENANTS.

FIRST FLOOR PLAN

UPPER LIMIT OF UNITS 26.0' ELEV. (M.S.L.)
 LOWER LIMIT OF UNITS 16.4' ELEV. (M.S.L.)

2-12-90 FINAL M.P.

PHASE -BLDG-

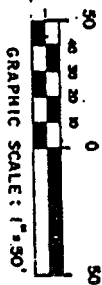
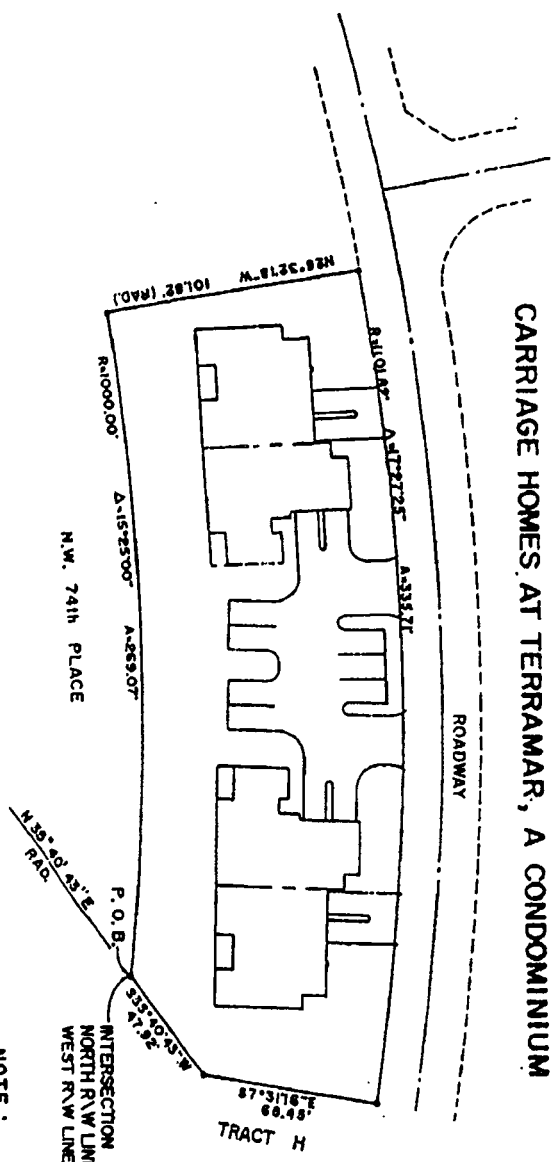
CCCL CONSULTING, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM

DATE: 05-97
 SHEET: 18-B

CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF

AK47175PG0841



NOTE :
IMPROVEMENTS SHOWN ARE PROPOSED.

LEGAL DESCRIPTION: PHASE 1
 A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, HENRI COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 74th PLACE AND THE NORTHERLY RIGHT-OF-WAY LINE OF TRACT H AS DEPICTED ON SAID PLAT OF TERRAMAR ONE, SAID POINT BEARS NORTH 35°40'41" EAST FROM THE RADIAL POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET; A CENTRAL ANGLE OF 159°51'00" WEST RADIIALLY TO THE DISTANCE OF 269.07 FEET; THENCE NORTH 26°21'18" WEST RADIIALLY TO THE LAST AND NEXT DESCRIBED CURVE; FOR 101.82 FEET; THENCE NORTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 110.82 FEET; A CENTRAL ANGLE OF 17°27'25" FOR AN ARC DISTANCE OF 215.71 FEET; THENCE SOUTH 07°11'16" EAST FOR 68.45 FEET; THENCE SOUTH 35°40'41" WEST FOR 47.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.733 ACRES MORE OR LESS.

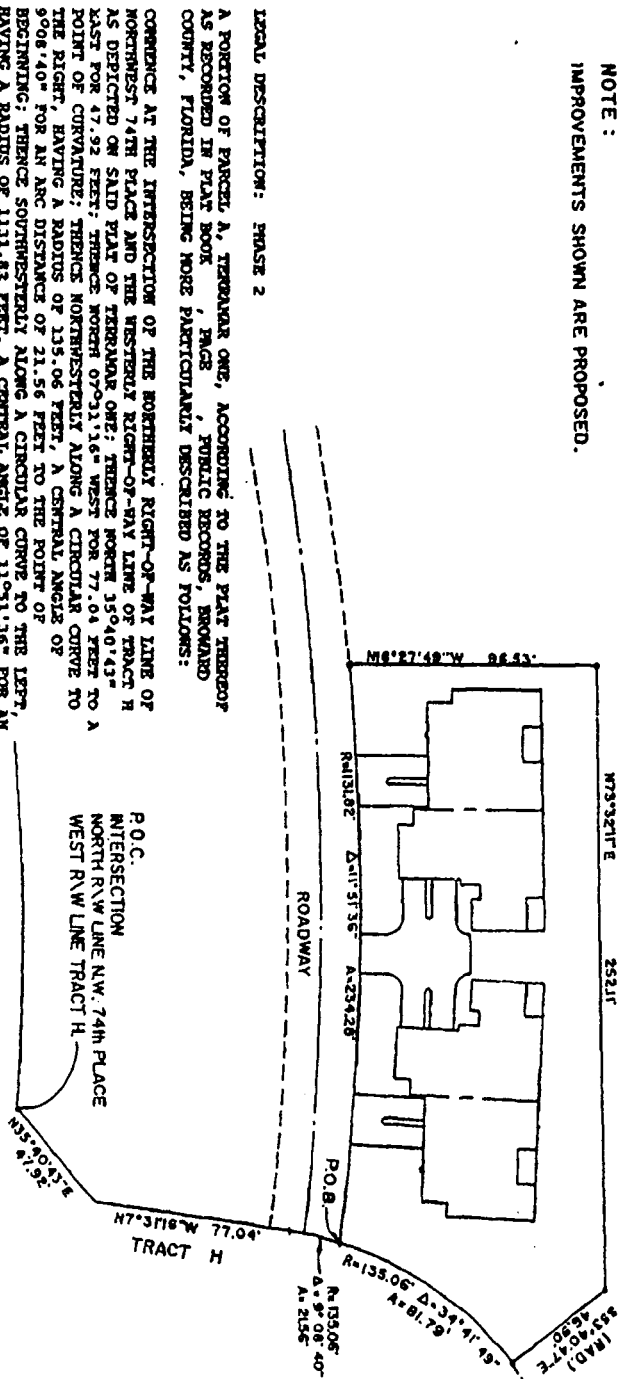
PHASE 1

	CCL CONSULTING INC. CONSULTING ENGINEERS CARRIAGE HOMES AT TERRAMAR A CONDOMINIUM 11/1/99 11/1/99 11/1/99
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EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

NOTE :
 IMPROVEMENTS SHOWN ARE PROPOSED.



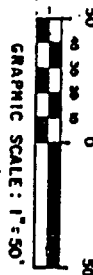
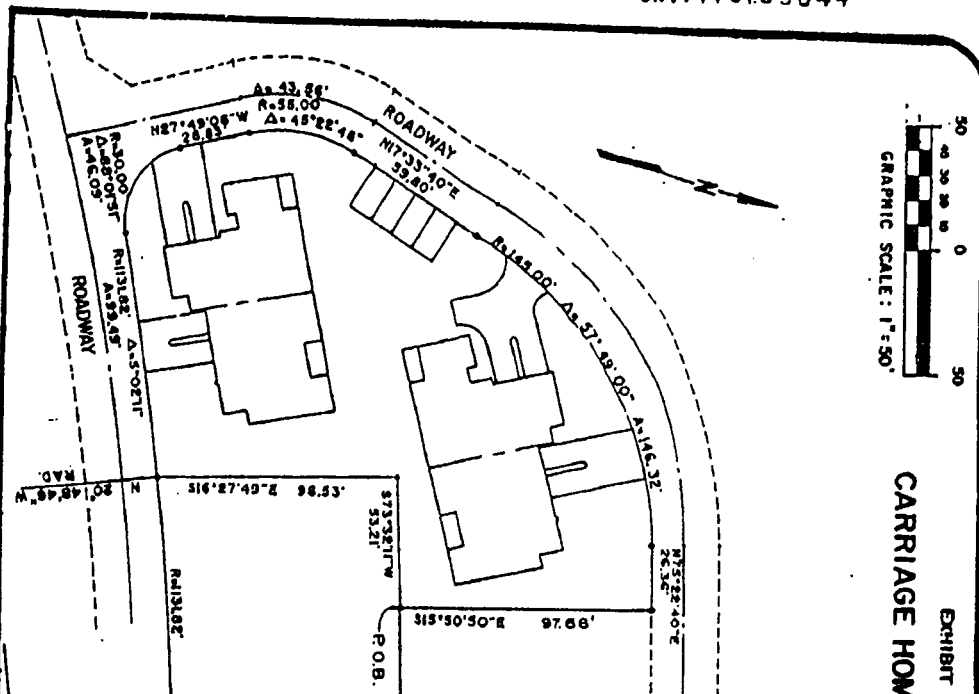
LEGAL DESCRIPTION: PHASE 2
 A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, SHERMAN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 74TH PLACE AND THE WESTERLY RIGHT-OF-WAY LINE OF TRACT H AS DEPICTED ON SAID PLAT OF TERRAMAR ONE; THENCE NORTH 35°40'43\"/>

P.O.C.
 INTERSECTION
 NORTH R/W LINE N.W. 74th PLACE
 WEST R/W LINE TRACT H.

PHASE 2

CCJ CONDOMINIUM, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM

8K17175PG0844



**EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM**

LEGAL DESCRIPTION: PHASE 4
 A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAN BOOK , PAGE , PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 74TH PLACE AND THE WESTERLY RIGHT-OF-WAY LINE OF TRACT H AS DECLINED ON SAID PLAN OF TERRAMAR ONE; THENCE NORTH 35°46'43" EAST FOR 47.92 FEET; THENCE NORTH 07°31'16" WEST FOR 77.04 FEET TO A POINT OF CONFORMANCE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 115.06 FEET, A CENTRAL ANGLE OF 43°50'29" FOR AN ARC DISTANCE OF 103.35 FEET; THENCE NORTH 57°40'47" WEST FOR 46.90 FEET; THENCE SOUTH 73°32'11" WEST FOR 119.50 FEET; THENCE SOUTH 16°37'48" WEST FOR 28.53 FEET TO A POINT OF REVERSE CONFORMANCE; SAID POINT BEARS NORTH 20°48'46" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1131.82 FEET, A CENTRAL ANGLE OF 5°02'11" FOR AN ARC DISTANCE OF 99.49 FEET TO A POINT OF REVERSE CONFORMANCE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 88°01'51" FOR AN ARC DISTANCE OF 46.09 FEET TO A POINT OF CONFORMANCE; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 45°22'46" FOR AN ARC DISTANCE OF 43.56 FEET TO A POINT OF CONFORMANCE; THENCE NORTH 17°33'40" EAST FOR 59.80 FEET TO A POINT OF CONFORMANCE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 57°09'00" FOR AN ARC DISTANCE OF 146.32 FEET TO A POINT OF CONFORMANCE; THENCE NORTH 75°22'40" EAST FOR 26.36 FEET; THENCE SOUTH 15°40'20" EAST FOR 97.66 FEET TO THE POINT OF BEGINNING AND COMPILING 0.613 ACRES MORE OR LESS.
 19890

NOTE:
 IMPROVEMENTS SHOWN ARE PROPOSED.

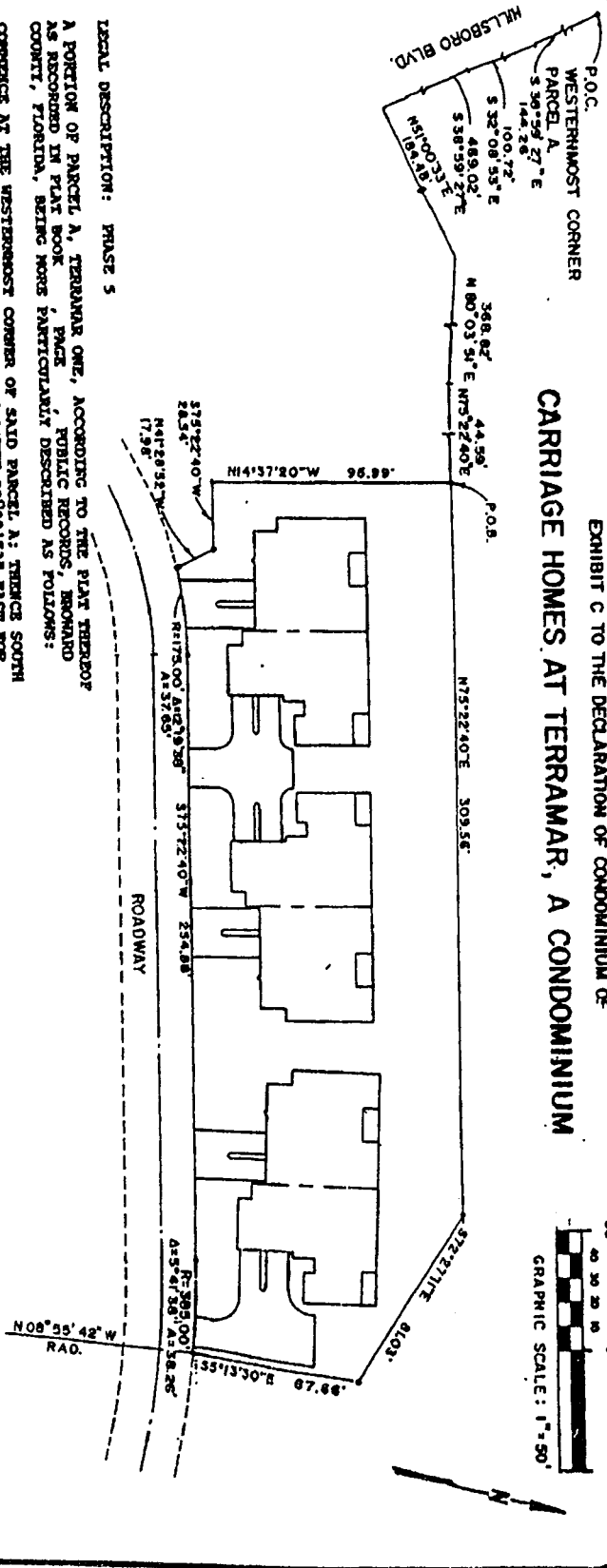
P.O.C.
 INTERSECTION
 NORTH R/W LINE N.W. 74th PLACE
 WEST R/W LINE TRACT H
 N.W. 74th PLACE

PHASE 4.

CEL, CONDOMINIUM, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM

BK 17175PG0845

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM



LEGAL DESCRIPTION: PHASE 5

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____, PUBLIC RECORDS, HONOLULU COUNTY, HAWAII, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 18°58'17" EAST FOR 144.26 FEET; THENCE SOUTH 32°08'53" EAST FOR 100.72 FEET; THENCE SOUTH 38°59'27" EAST FOR 144.26 FEET; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'13" EAST FOR 184.48 FEET; THENCE NORTH 80°03'51" EAST FOR 168.82 FEET; THENCE NORTH 75°22'40" EAST FOR 44.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°22'40" EAST FOR 109.56 FEET; THENCE SOUTH 72°27'11" EAST FOR 81.03 FEET; THENCE SOUTH 05°03'10" EAST FOR 67.66 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEING NORTH 08°55'42" WEST FROM THE POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 50°11'38" FOR AN ARC DISTANCE OF 38.26 FEET TO A POINT OF CONVAUER; THENCE SOUTH 75°22'40" WEST FOR 254.88 FEET TO A POINT OF CONVAUER; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 12°29'18" FOR AN ARC DISTANCE OF 37.65 FEET; THENCE NORTH 41°28'52" WEST FOR 17.88 FEET; THENCE SOUTH 75°22'40" WEST FOR 28.54 FEET; THENCE NORTH 14°57'10" WEST FOR 95.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.888 ACRES MORE OR LESS.

NOTE:
IMPROVEMENTS SHOWN ARE PROPOSED.

PHASE 5

CCL CONDOMINIUM, INC.
CARRIAGE HOMES AT
TERRAMAR
A CONDOMINIUM

8K17.175PG0846

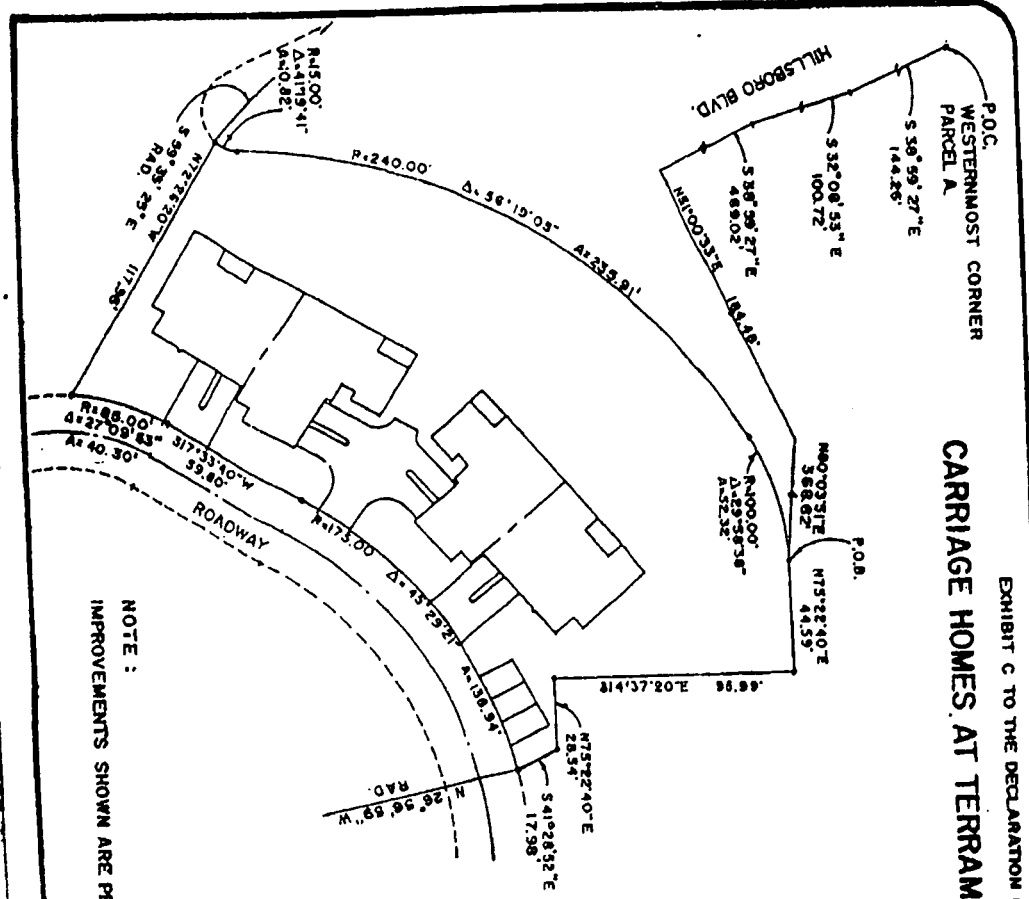


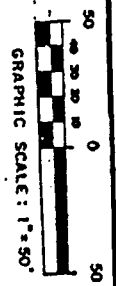
EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

NOTE:
 IMPROVEMENTS SHOWN ARE PROPOSED.

LEGAL DESCRIPTION: PHASE 6

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERNMOST CORNER OF SAID PARCEL A; THENCE SOUTH 36°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 32°08'53" EAST FOR 100.72 FEET; THENCE SOUTH 36°59'27" EAST FOR 469.02 FEET; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'43" EAST FOR 184.48 FEET; THENCE NORTH 80°03'51" EAST FOR 168.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°22'40" EAST FOR 44.59 FEET; THENCE SOUTH 14°37'20" EAST FOR 95.99 FEET; THENCE NORTH 75°22'40" EAST FOR 28.54 FEET; THENCE SOUTH 41°28'52" EAST FOR 17.98 FEET TO A POINT ON A CURVE, SAID POINT BEARS NORTH 26°56'59" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 45°29'21" FOR AN ARC DISTANCE OF 138.94 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 27°09'53" FOR AN ARC DISTANCE OF 40.30 FEET; THENCE NORTH 72°26'20" WEST FOR 117.96 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 58°15'25" EAST FROM THE RADIUS POINT; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 41°19'41" FOR AN ARC DISTANCE OF 10.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 56°19'08" FOR AN ARC DISTANCE OF 235.91 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 29°05'13" FOR AN ARC DISTANCE OF 52.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.843 ACRES MORE OR LESS.



PHASE 6

CCCL CONSULTING, INC.
 CARRIAGE HOMES AT
 TERRAMAR, A
 CONDOMINIUM

PLAT 7 IN 75 PG (1) 847

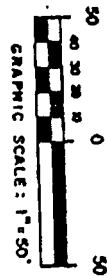
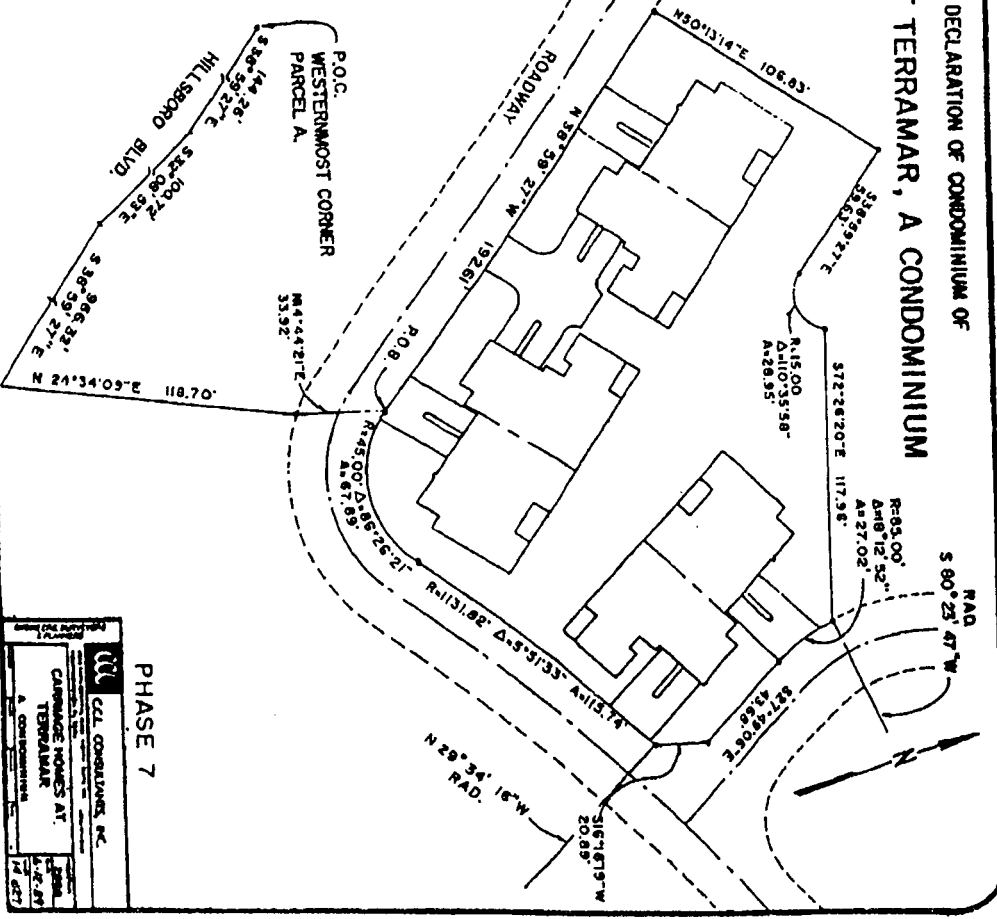


EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

NOTE:
 IMPROVEMENTS SHOWN ARE PROPOSED.

LEGAL DESCRIPTION: PHASE 7
 A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 18°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 32°08'53" EAST FOR 100.72 FEET; THENCE SOUTH 38°59'27" EAST FOR 966.32 FEET; THE LAST THREE MENTIONED COBBES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 24°04'09" EAST FOR 118.70 FEET; THENCE NORTH 14°44'21" EAST FOR 33.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 18°59'27" WEST FOR 192.61 FEET; THENCE NORTH 50°13'14" EAST FOR 106.83 FEET; THENCE SOUTH 38°59'27" EAST FOR 59.63 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 110°55'58" FOR AN ARC DISTANCE OF 28.95 FEET; THENCE SOUTH 72°06'20" EAST FOR 117.96 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS SOUTH 80°23'47" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 18°12'52" FOR AN ARC DISTANCE OF 85.00 FEET, A CENTRAL ANGLE OF 18°12'52" FOR AN ARC DISTANCE OF 27.02 FEET TO A POINT OF TANGENCY; THENCE SOUTH 27°49'06" EAST FOR 43.68 FEET; THENCE SOUTH 16°18'13" WEST FOR 20.89 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS NORTH 23°04'16" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1131.82 FEET, A CENTRAL ANGLE OF 5°21'33" FOR AN ARC DISTANCE OF 115.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 86°16'21" FOR AN ARC DISTANCE OF 67.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.827 ACRES MORE OR LESS.



PHASE 7

CEL CONSULTING, INC.

CARRIAGE HOMES AT TERRAMAR

A CONDOMINIUM

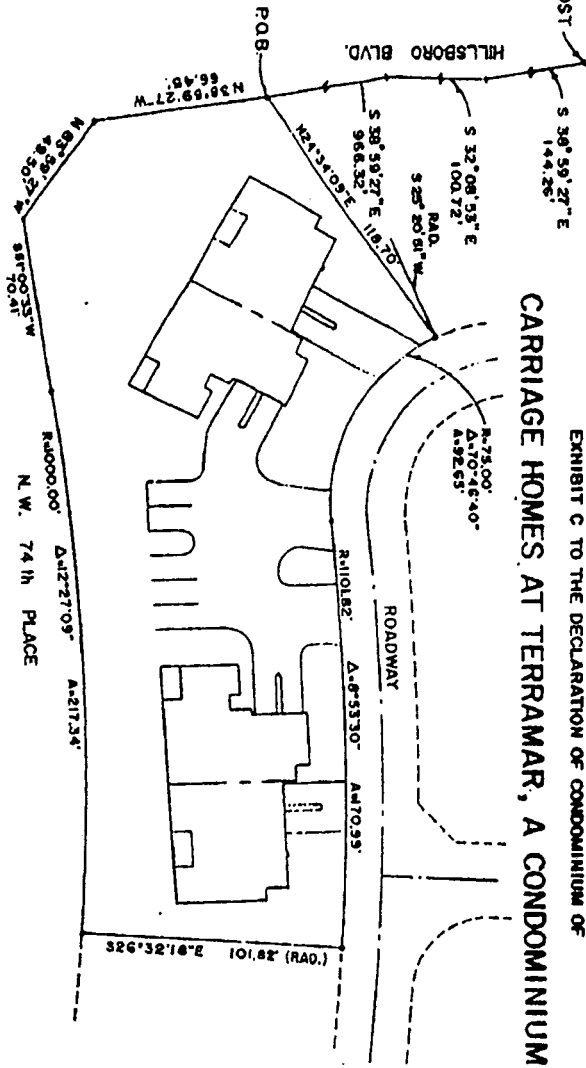
DATE: 06/25/1999

BY: [Signature]

AK17175PGD848

P.O.C.
WESTERMOST
CORNER
PARCEL A

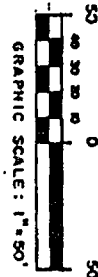
EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM



LEGAL DESCRIPTION: PHASE 8

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK PAGE , PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 38°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 31°08'53" EAST FOR 100.72 FEET; THENCE SOUTH 38°59'27" EAST FOR 966.32 FEET TO THE POINT OF BEGINNING; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 28°03'09" EAST FOR 118.70 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEING SOUTH 28°20'51" WEST FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 170°46'40" FOR AN ARC DISTANCE OF 92.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1101.82 FEET, A CENTRAL ANGLE OF 8°51'50" FOR AN ARC DISTANCE OF 170.99 FEET; THENCE SOUTH 28°03'18" EAST RADIVALLY TO THE LAST AND NEXT DESCRIBED CURVE FOR 101.82 FEET; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1008.00 FEET, A CENTRAL ANGLE OF 12°27'09" FOR AN ARC DISTANCE OF 217.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°00'33" WEST FOR 70.41 FEET; THENCE NORTH 38°59'27" WEST FOR 49.50 FEET; THENCE NORTH 38°59'27" WEST FOR 66.45 FEET TO THE POINT OF BEGINNING; THE LAST FOUR MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A AND CONTAINING 0.651 ACRES MORE OR LESS.

NOTE :
IMPROVEMENTS SHOWN ARE PROPOSED.



CCL CONSULTANTS, INC. CARRIAGE HOMES AT TERRAMAR A CONDOMINIUM	
1588 1544 ST 15427	15427

PHASE 8

BK 174 75 PG 1849

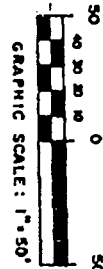
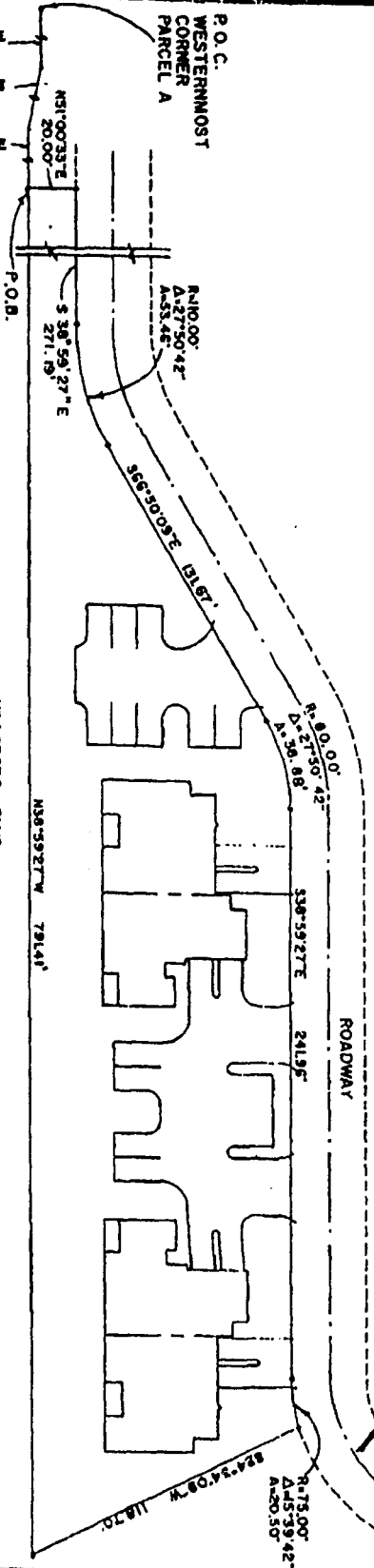


EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM



LEGAL DESCRIPTION: PHASE 9
 A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK , PAGE , PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERNMOST CORNER OF SAID PARCEL A; THENCE SOUTH 38°59'27" EAST FOR 144.38 FEET; THENCE SOUTH 12°06'53" EAST FOR 100.72 FEET; THENCE SOUTH 18°59'27" EAST FOR 169.02 FEET TO THE POINT OF BEGINNING; THE LAST THREE MENTIONED COORDS BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'33" EAST FOR 30.00 FEET; THENCE SOUTH 18°59'27" EAST FOR 271.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 27°50'42", FOR AN ARC DISTANCE OF 53.46 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66°50'09" EAST FOR 121.67 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 27°50'42" FOR AN ARC DISTANCE OF 38.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°59'27" EAST FOR 241.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 15°39'42" FOR AN ARC DISTANCE OF 30.50 FEET; THENCE SOUTH 24°04'09" WEST FOR 118.70 FEET; THENCE NORTH 18°59'27" WEST FOR 791.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.097 ACRES MORE OR LESS.

NOTE :
 IMPROVEMENTS SHOWN ARE PROPOSED.

PHASE 9

CEL CONSTRUCTION, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM
 1/4 4/27

BK# 7, 11-7.5 PG (1850)

CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF

LEGAL DESCRIPTION: PHASE 10

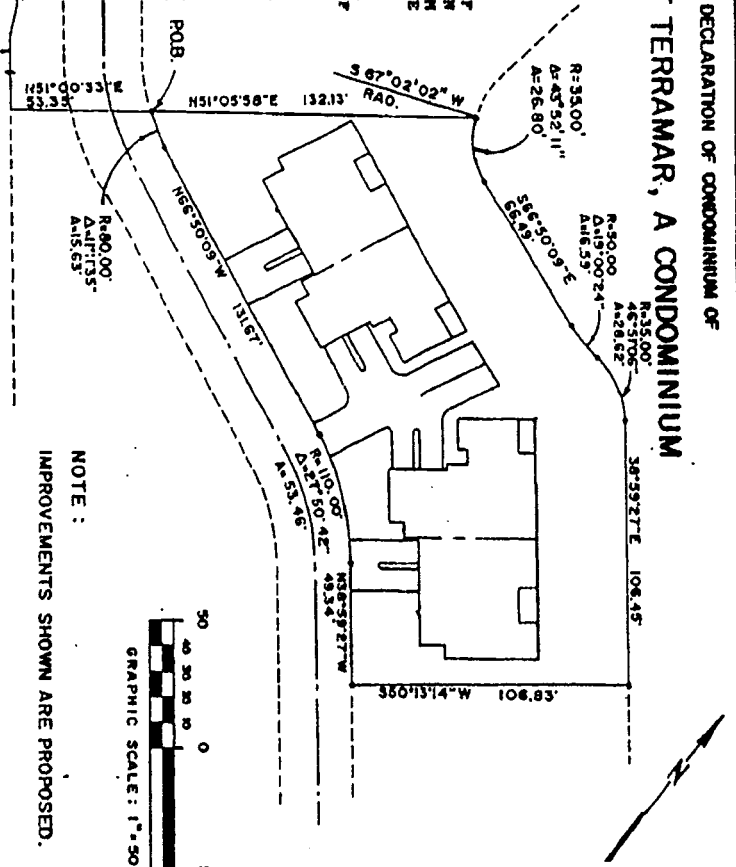
A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK , PAGE , PUBLIC RECORDS, HERRARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 18°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 22°04'53" EAST FOR 100.72 FEET; THENCE SOUTH 38°59'27" EAST FOR 469.02 FEET; THE LAST THREE MENTIONED COORDS BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'33" EAST FOR 53.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°05'58" EAST FOR 112.11 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL A; SAID POINT BEING SOUTH 67°02'02" WEST FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 43°52'11" FOR AN ARC DISTANCE OF 26.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 19°00'24" FOR AN ARC DISTANCE OF 16.59 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 46°51'06" FOR AN ARC DISTANCE OF 28.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°59'27" EAST FOR 106.45 FEET; THENCE SOUTH 50°11'14" WEST FOR 106.83 FEET; THENCE NORTHWESTERLY WEST FOR 49.34 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 27°50'42" FOR AN ARC DISTANCE OF 51.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 66°50'09" WEST FOR 111.67 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 11°01'35" FOR AN ARC DISTANCE OF 15.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.523 ACRES MORE OR LESS.

P.O.C.
WESTERMOST
CORNER
PARCEL A

S 38°59'27" E
144.26
S 22°04'53" E
100.72
S 38°59'27" E
469.02

HILLSBORO BLVD.



NOTE :
IMPROVEMENTS SHOWN ARE PROPOSED.



PHASE 10

CCCL CONSULTANT, INC.

CARRIAGE HOMES AT
TERRAMAR
A CONDOMINIUM

DATE: 06/25/99

BY: [Signature]



EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

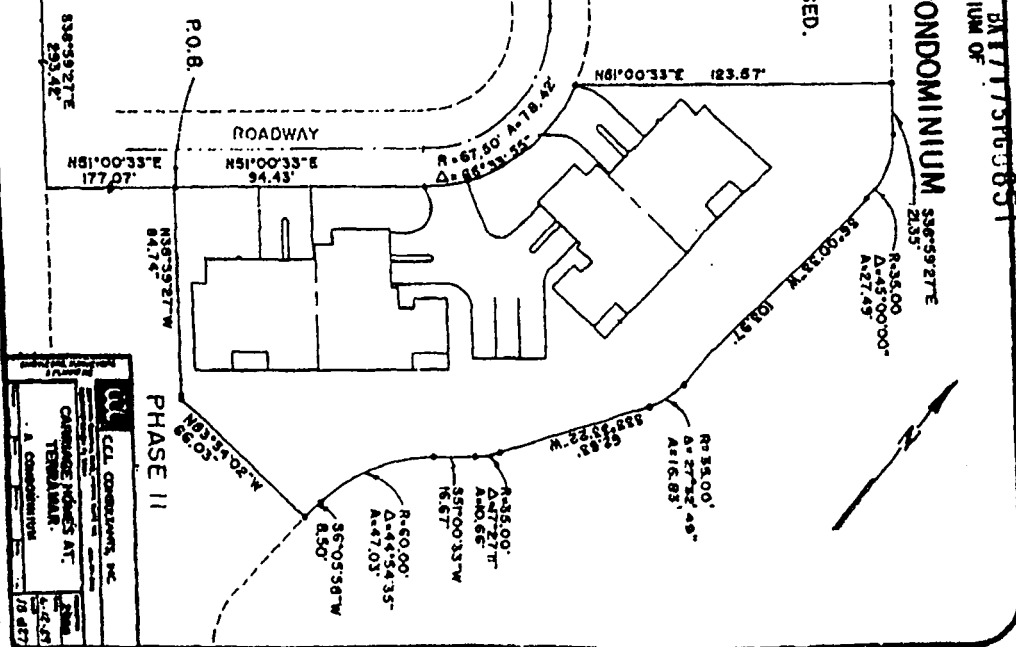
NOTE :
 IMPROVEMENTS SHOWN ARE PROPOSED.

LEGAL DESCRIPTION: PHASE II
 A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF
 AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, BROWARD
 COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH
 18°09'27" EAST FOR 144.26 FEET; THENCE SOUTH 33°08'53" EAST FOR
 100.72 FEET; THENCE SOUTH 38°59'27" EAST FOR 123.42 FEET; THE LAST
 THREE MENTIONED COUSSES BEING COINCIDENT WITH THE BOUNDARY OF SAID
 PARCEL A; THENCE NORTH 51°00'33" EAST FOR 177.07 FEET TO THE POINT
 OF BEGINNING; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE
 LEFT, HAVING A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 66°33'55"
 FOR AN ARC DISTANCE OF 78.42 FEET; THENCE NORTH 51°00'33" EAST FOR
 123.57 FEET; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE
 OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE
 RIGHT, HAVING A RADIUS OF 35.00 FEET, A POINT OF TANGENCY; THENCE
 FOR AN ARC DISTANCE OF 27.49 FEET TO A POINT OF TANGENCY; THENCE
 A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A
 CENTRAL ANGLE OF 27°32'49" FOR AN ARC DISTANCE OF 16.83 FEET TO A
 POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO
 POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE OF
 THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF
 17°27'11" FOR AN ARC DISTANCE OF 10.66 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 51°00'33" WEST FOR 16.67 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A
 RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 44°54'35" FOR AN ARC
 DISTANCE OF 47.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH
 06°05'58" WEST FOR 8.50 FEET; THENCE NORTH 83°54'02" WEST FOR 66.03
 FEET; THENCE NORTH 33°59'27" WEST FOR 14.74 FEET TO THE POINT OF
 BEGINNING AND CONTAINING 0.674 ACRES MORE OR LESS.

P.O.C.
 WESTERNMOST
 CORNER
 PARCEL A

338°59'27" E
 144.26'
 338°59'27" E
 100.72'
 HILLSBORO BLVD.



PHASE II

CLL CONSTRUCTION, INC.

CARRIAGE HOMES AT
 TERRAMAR
 A Condominium

1/8 4/17



EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
 PH17175PC01852
 CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 12

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

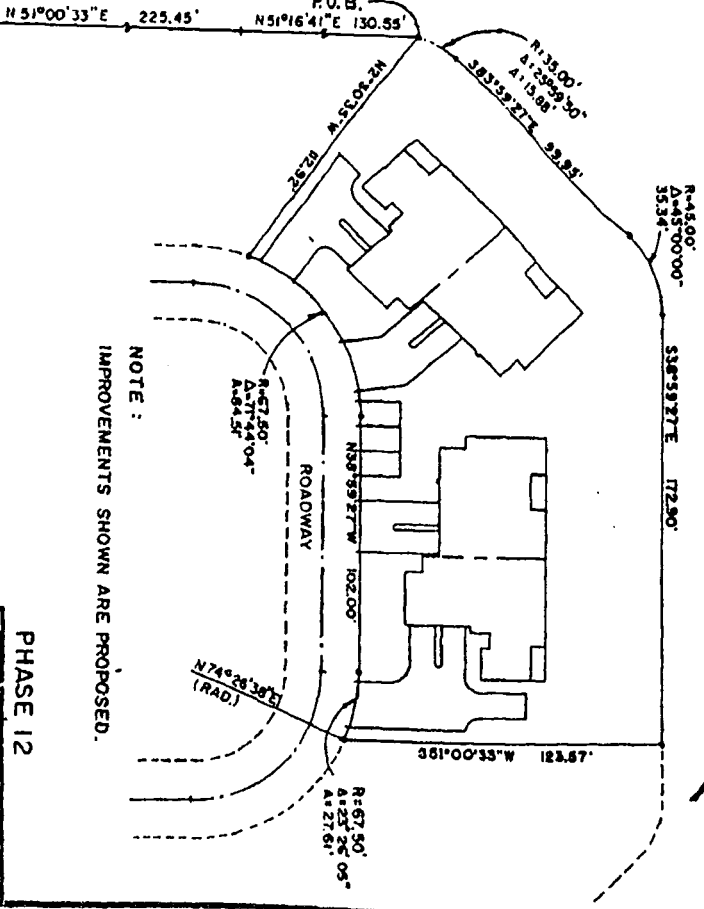
COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 18°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 12°50'51" EAST FOR 68.90 FEET; THE LAST TWO MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'33" EAST FOR 225.45 FEET; THENCE NORTH 51°16'41" EAST FOR 130.55 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 25°59'50" FOR AN ARC DISTANCE OF 15.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83°59'27" EAST FOR 99.95 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 45°00'00" FOR AN ARC DISTANCE OF 13.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°59'27" EAST FOR 172.90 FEET TO A POINT ON A CURVE; SAID POINT BEARS NORTH 74°26'18" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 51°00'33" WEST FOR 123.57 FEET; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 13°26'05" FOR AN ARC DISTANCE OF 27.61 FEET TO A POINT OF TANGENCY; THENCE NORTH 18°59'27" WEST FOR 102.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 71°04'04" FOR AN ARC DISTANCE OF 84.51 FEET; THENCE NORTH 02°30'35" WEST FOR 112.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.716 ACRES MORE OR LESS.

P.O.C.
 WESTERMOST
 CORNER
 PARCEL A

338°59'27"E
 144.26

HILLSBORO BLVD.

432°04'33"E
 68.90



NOTE:
 IMPROVEMENTS SHOWN ARE PROPOSED.

PHASE 12

CEL CONDOMINIUM, FL

CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM

DATE: 06/25/1999

BY: [Signature]

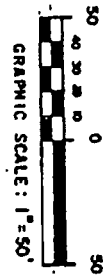


EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

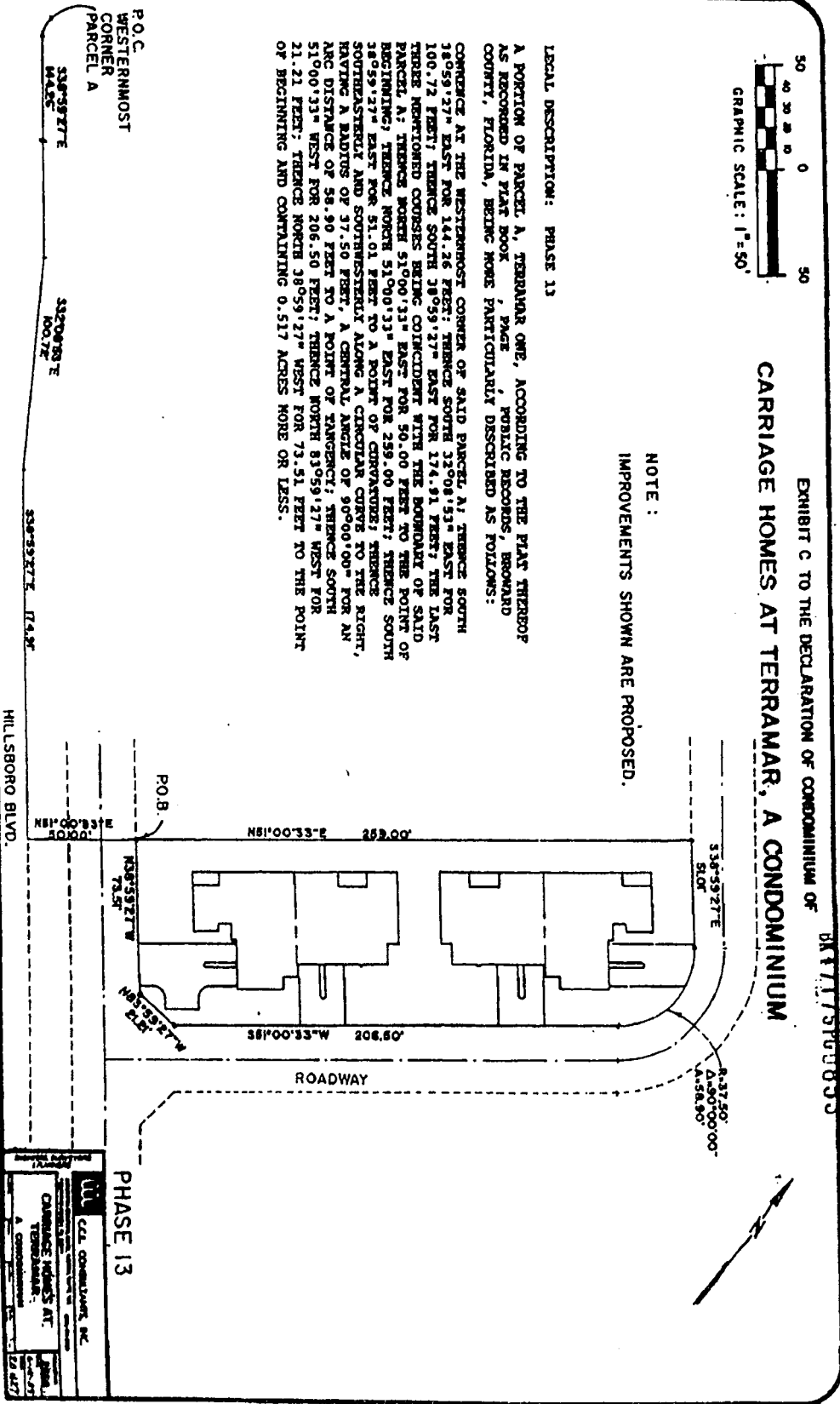
DA 7775100033

NOTE:
 IMPROVEMENTS SHOWN ARE PROPOSED.

LEGAL DESCRIPTION: PHASE 13

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 18°59'37" EAST FOR 144.76 FEET; THENCE SOUTH 21°08'53" EAST FOR 100.72 FEET; THENCE SOUTH 18°59'37" EAST FOR 174.91 FEET; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'33" EAST FOR 50.00 FEET; THENCE SOUTH 18°59'37" EAST FOR 51.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 58.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°00'33" WEST FOR 206.50 FEET; THENCE NORTH 83°09'27" WEST FOR 21.21 FEET; THENCE NORTH 38°09'27" WEST FOR 73.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.517 ACRES MORE OR LESS.



PHASE 13

CLL CONSTRUCTION, INC.

CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

DA 7775100033



CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF

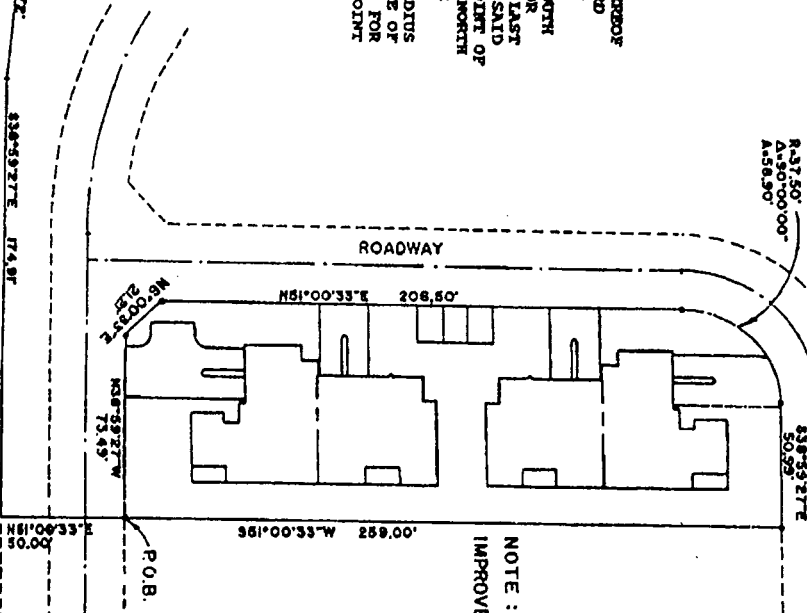
LEGAL DESCRIPTION: PHASE 14

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____, PAGE _____, PUBLIC RECORDS, HIGHLAND COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 18°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 22°08'51" EAST FOR 100.72 FEET; THENCE SOUTH 18°59'27" EAST FOR 174.91 FEET; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'13" EAST FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°59'27" WEST FOR 73.49 FEET; THENCE NORTH 06°00'31" EAST FOR 21.21 FEET; THENCE NORTH 51°00'13" EAST FOR 206.50 FEET TO A POINT OF CONVALENT; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 58.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°59'27" EAST FOR 50.99 FEET; THENCE SOUTH 51°00'13" WEST FOR 259.00 FEET TO A POINT OF BEGINNING AND CONTAINING 0.517 ACRES MORE OR LESS.

P.O.C.
WESTERMOST
CORNER
PARCEL A

HILLSBORO BLVD.
338-9277E W43E
338-9277E T74.91

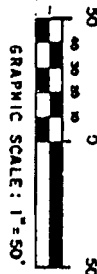


NOTE:
IMPROVEMENTS SHOWN ARE PROPOSED.

PHASE 14

	CCL CONDOMINIUM, INC. CARRIAGE HOMES AT TERRAMAR A CONDOMINIUM 11/87
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BK 17175 PG 855



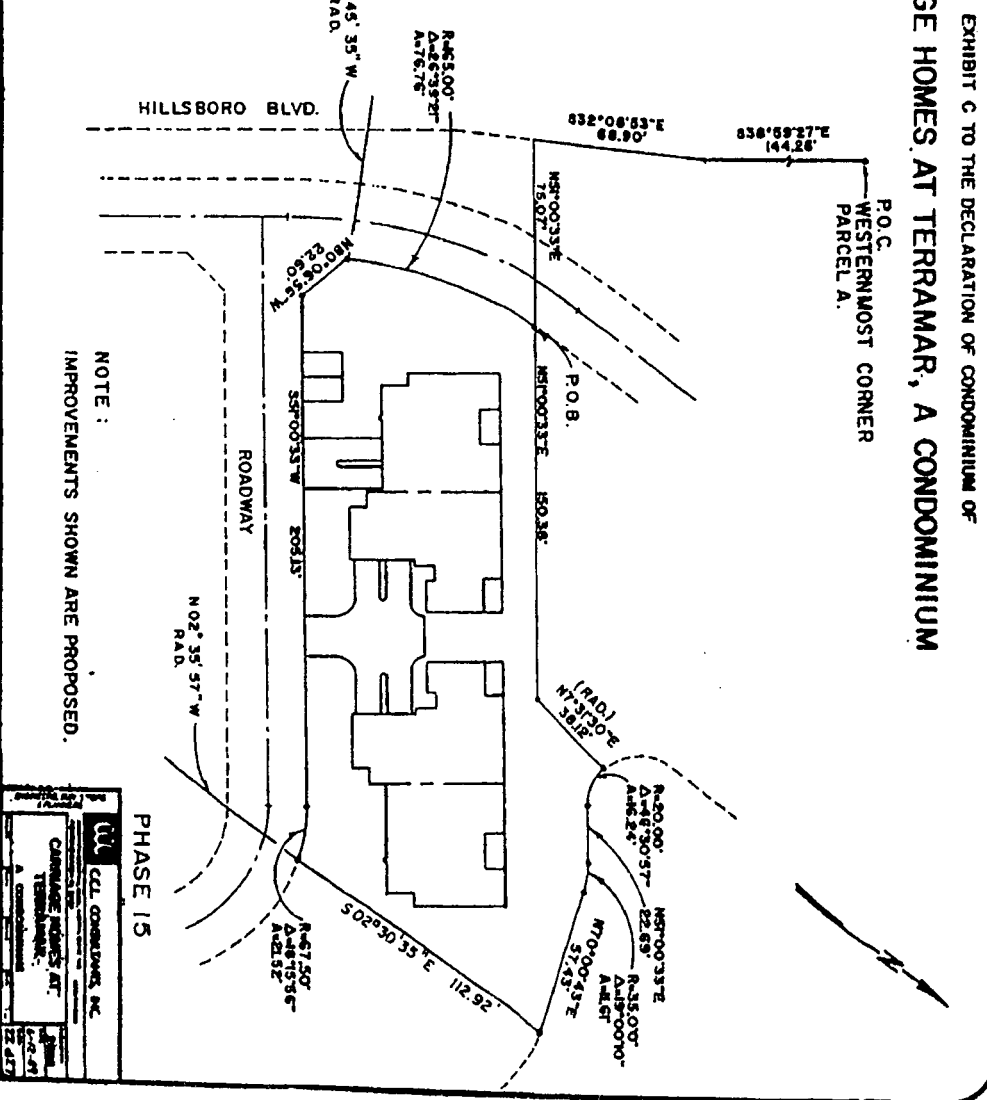
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF

P.O.C.
WESTERNMOST CORNER
PARCEL A.

LEGAL DESCRIPTION: PHASE 15
 A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERNMOST CORNER OF SAID PARCEL A; THENCE SOUTH 38°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 32°08'53" EAST FOR 68.90 FEET; THE LAST TWO MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'13" EAST FOR 75.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°00'13" EAST FOR 180.38 FEET; THENCE NORTH 07°21'30" EAST RADIIALLY TO THE NEXT DESCRIBED CURVE FOR 24.1 FEET; THENCE WESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 46°10'57" FOR AN ARC DISTANCE OF 16.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°00'13" EAST FOR 22.69 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 19°00'10" FOR AN ARC DISTANCE OF 11.61 FEET TO A POINT OF TANGENCY; THENCE NORTH 70°00'43" EAST FOR 57.43 FEET; THENCE SOUTH 02°30'35" EAST FOR 112.92 FEET TO A POINT ON A CURVE, SAID POINT BEARS NORTH 02°35'57" EAST FROM THE RADIIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 18°15'56" FOR AN ARC DISTANCE OF 21.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°00'13" WEST FOR 205.13 FEET; THENCE NORTH 80°06'56" WEST FOR 22.60 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 58°45'35" WEST FROM THE RADIIUS POINT; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 26°39'21" FOR AN ARC DISTANCE OF 76.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.581 ACRES MORE OR LESS.



NOTE:
 IMPROVEMENTS SHOWN ARE PROPOSED.

PHASE 15
 CCL CONDOMINIUM, INC.
 CARRIAGE HOMES AT
 TERRAMAR
 A CONDOMINIUM
 1999-06-25

PLAT 175 PG. 856

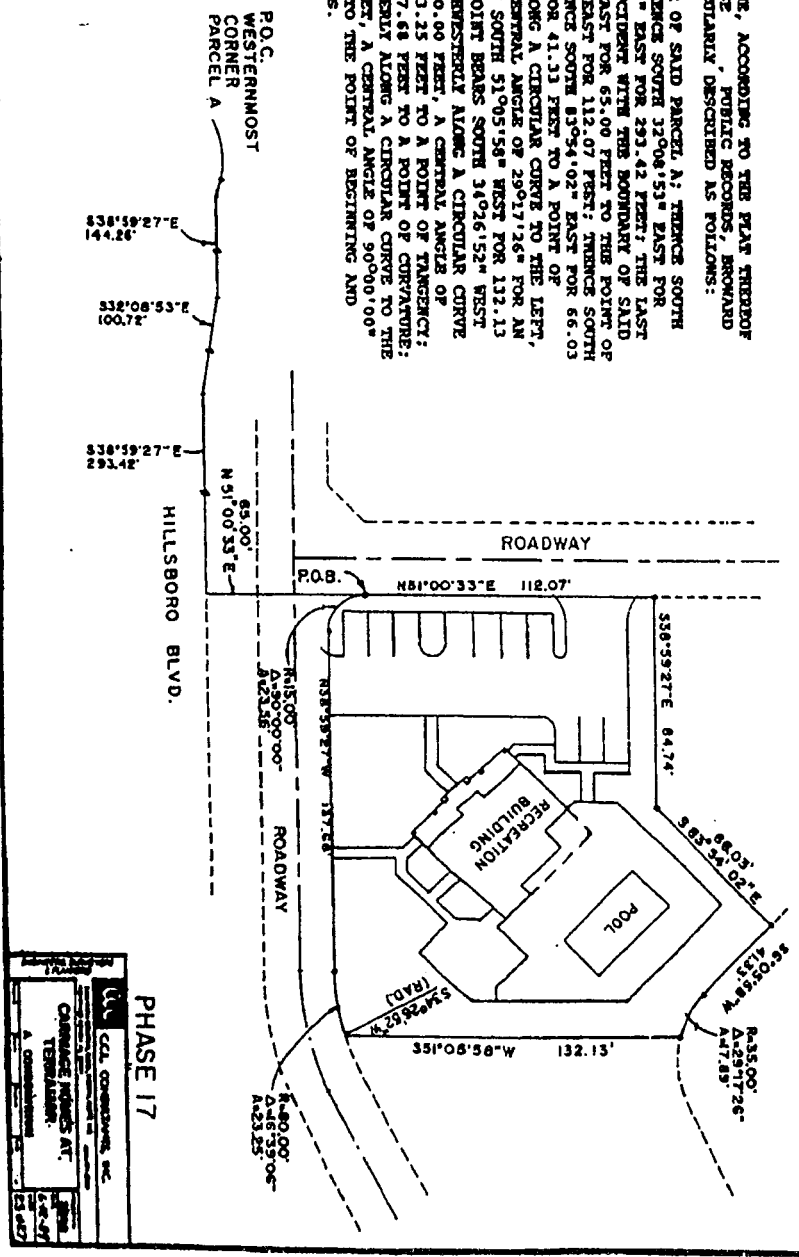


EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 17

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK PAGE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE SOUTH 18°59'27" EAST FOR 144.26 FEET; THENCE SOUTH 32°08'53" EAST FOR 100.72 FEET; THENCE SOUTH 16°59'27" EAST FOR 293.42 FEET; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARY OF SAID PARCEL A; THENCE NORTH 51°00'33" EAST FOR 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°00'33" EAST FOR 112.07 FEET; THENCE SOUTH 18°59'27" EAST FOR 84.74 FEET; THENCE SOUTH 83°54'02" EAST FOR 66.03 FEET; THENCE SOUTH 6°05'58" WEST FOR 41.23 FEET TO A POINT OF CURVATURE; THENCE SCOTCHLASSY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 29°17'26" FOR AN ARC DISTANCE OF 17.89 FEET; THENCE SOUTH 51°05'58" WEST FOR 132.13 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 34°26'52" WEST FROM THE RADIUS POINT; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 16°39'06" FOR AN ARC DISTANCE OF 23.25 FEET TO A POINT OF CURVATURE; THENCE NORTH 16°59'27" WEST FOR 137.68 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 23.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.561 ACRES MORE OR LESS.



PHASE 17

CLL CONSULTING, INC.

CONDOMINIUM PLANS AT TERRAMAR, A CONDOMINIUM

DATE: 06-24-99

BY: [Signature]

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
 CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 1B

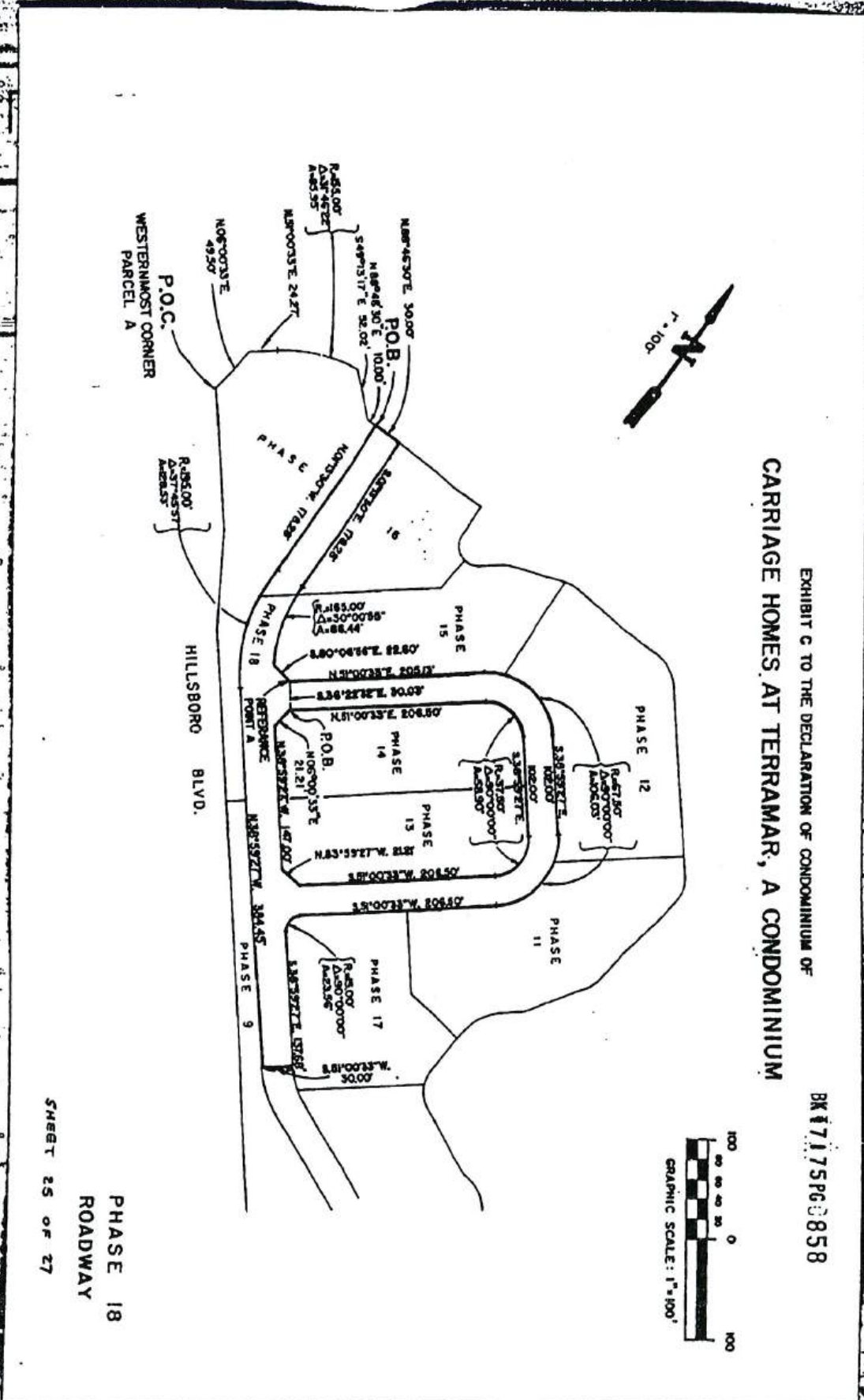
A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK , PAGE , PUBLIC RECORDS, DROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID PARCEL A; THENCE NORTH 06°00'33" EAST FOR 49.50 FEET; THENCE NORTH 51°00'33" EAST FOR 24.27 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 31°46'22" FOR AN ARC DISTANCE OF 88.95 FEET; THENCE SOUTH 49°13'17" EAST FOR 52.02 FEET; THENCE NORTH 88°46'30" EAST FOR 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°46'30" EAST FOR 30.00 FEET; THENCE SOUTH 01°13'30" EAST FOR 178.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 30°00'53" FOR AN ARC DISTANCE OF 86.44 FEET; THENCE SOUTH 80°06'56" EAST FOR 22.60 FEET TO A POINT HEREINAFTER REFER TO AS POINT "A"; THENCE NORTH 51°00'33" EAST FOR 205.13 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 106.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°59'27" EAST FOR 102.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 106.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°00'33" WEST 206.50 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°59'27" EAST FOR 137.68 FEET; THENCE SOUTH 51°00'33" WEST FOR 30.00 FEET; THENCE NORTH 38°59'27" WEST FOR 384.45 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 37°45'57" FOR AN ARC DISTANCE OF 128.53 FEET; THENCE NORTH 01°13'30" WEST FOR 178.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.001 ACRES MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT POINT "A" AS PREVIOUSLY DESCRIBED; THENCE SOUTH 36°22'32" EAST FOR 30.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°00'33" EAST FOR 206.50 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 58.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°59'27" EAST FOR 102.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 37.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51°00'33" WEST FOR 206.50 FEET; THENCE NORTH 38°59'27" WEST FOR 21.21 FEET; THENCE NORTH 38°59'27" WEST FOR 147.00 FEET; THENCE NORTH 06°00'33" EAST FOR 21.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.033 ACRES MORE OR LESS.

BK 1775 PG 857



CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF

BK 77175 PG 858

SHEET 25 OF 27

PHASE 18
ROADWAY

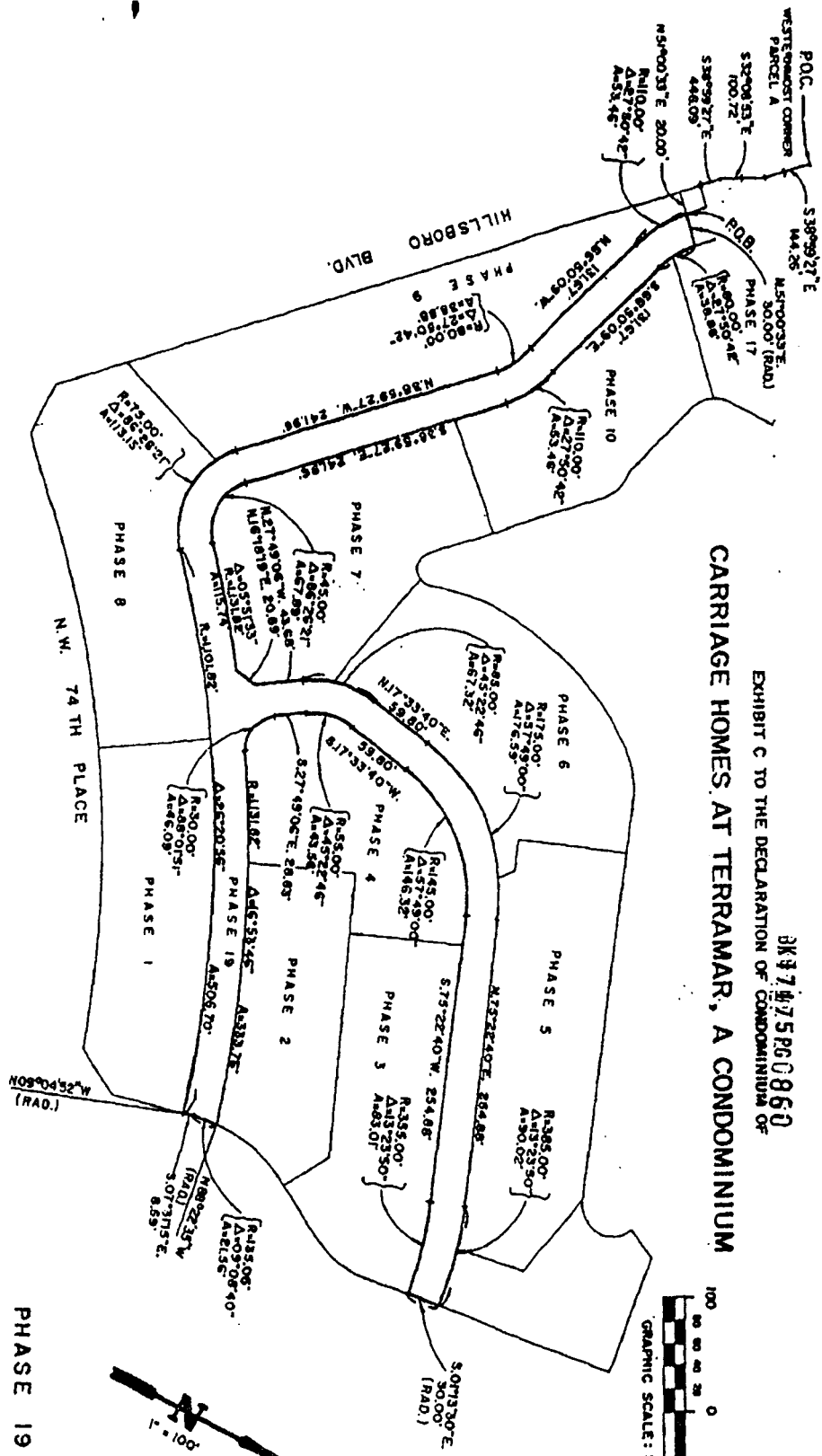
EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF
 CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 19

A PORTION OF PARCEL A, TERRAMAR ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK , PAGE , PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERNMOST CORNER OF SAID PARCEL A; THENCE SOUTH 38°59'17" EAST FOR 144.26 FEET; THENCE SOUTH 32°08'53" EAST FOR 100.72 FEET; THENCE SOUTH 38°59'17" EAST FOR 446.09 FEET; THE LAST THREE MENTIONED COURSES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE OF HILLSBORO BOULEVARD; THENCE NORTH 51°00'33" EAST FOR 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°00'33" EAST RADIALLY TO THE NEXT DESCRIBED CURVE FOR 30.00 FEET; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 27°50'42" FOR AN ARC DISTANCE OF 38.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66°50'09" EAST FOR 131.67 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 27°50'42" FOR AN ARC DISTANCE OF 53.46 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38°59'17" EAST FOR 241.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 86°26'21" FOR AN ARC DISTANCE OF 67.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1131.82 FEET, A CENTRAL ANGLE OF 5°51'33" FOR AN ARC DISTANCE OF 115.74 FEET; THENCE NORTH 16°18'19" EAST FOR 20.89 FEET; THENCE NORTH 27°49'06" WEST FOR 43.68 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 45°22'46" FOR AN ARC DISTANCE OF 47.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°33'40" EAST FOR 59.80 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 57°49'00" FOR AN ARC DISTANCE OF 176.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 75°22'40" EAST FOR 254.88 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 13°23'50" FOR AN ARC DISTANCE OF 90.02 FEET; THENCE SOUTH 01°13'30" EAST RADIALLY TO THE LAST AND NEXT DESCRIBED CURVE FOR 30.00 FEET; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 13°23'50" FOR AN ARC DISTANCE OF 83.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75°22'40" WEST FOR 254.88 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 57°49'00" FOR AN ARC DISTANCE OF 146.32 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17°33'40" WEST FOR 59.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 45°22'46" FOR AN ARC DISTANCE OF 43.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 27°49'06" EAST FOR 28.83 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 88°01'51" FOR AN ARC DISTANCE OF 46.09 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1131.82 FEET, A CENTRAL ANGLE OF 16°53'46" FOR AN ARC DISTANCE OF 333.76 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS NORTH 88°22'35" WEST FROM THE RADIUS POINT; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 135.06 FEET, A CENTRAL ANGLE OF 9°08'40" FOR AN ARC DISTANCE OF 21.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 07°31'15" EAST FOR 8.59 FEET TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS NORTH 09°04'52" WEST FROM THE RADIUS POINT; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1101.82 FEET, A CENTRAL ANGLE OF 26°20'56" FOR AN ARC DISTANCE OF 508.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 86°26'21" FOR AN ARC DISTANCE OF 113.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°59'17" WEST FOR 241.96 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 27°50'42" FOR AN ARC DISTANCE OF 38.88 FEET TO A POINT OF TANGENCY; THENCE NORTH 66°50'09" WEST FOR 131.67 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 27°50'42" FOR AN ARC DISTANCE OF 53.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.210 ACRES MORE OR LESS.

BR 17175PG0859



CARRIAGE HOMES AT TERRAMAR, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF

BK 97-75 PG 0860



PHASE 19
ROADWAY
SHEET 27 OF 27