

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COUNTRY CREEK

THIS DECLARATION, made by FN PROJECTS, INC., a California corporation, formerly known as 1ST NATIONWIDE NETWORK MORTGAGE COMPANY, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the sole owner of all of that certain real property more particularly described in Exhibit A, annexed hereto; and

WHEREAS, Declarant intends to develop a community ("the Community") and construct and convey single-family residences; and

WHEREAS, Declarant may in the future commit additional lands to the Community and subject such additional lands to this Declaration by annexation; and

WHEREAS, in order to develop the Community and preserve and enhance the values and amenities of Community, and the architectural integrity and standard of the Community, it is necessary to declare and subject the Community to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a homeowners' association certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Declarant hereby declares that the Community shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and that the provisions of this Declaration shall be covenants running with the lands which comprise the Community and shall be binding on all parties having any right, title or interest in the Community or in any portion thereof, their heirs, personal representatives, successors and assigns and shall inure to each portion of the Community.

ARTICLE I
DEFINITIONS

1.1 "Annexation" means subjecting any additional lands to this Declaration, which shall be accomplished by recording an amendment to this Declaration in the Public Records of Broward County, Florida.

1.2 "Articles of Incorporation" means the Articles of Incorporation of the HOA.

1.3 "Board" means the Board of Directors of the HOA.

1.4 "By-Laws" means the By-Laws of the HOA.

1.5 "Committee" means the Architectural Control Committee, as more particularly described in Article VII.

1.6 "Common Expenses" means all costs and assessments properly incurred by the HOA.

1.7 "Common Properties" means those portions of the Community, including easements, for the common use and enjoyment of the Owners subject to Declarant's rights as shown in Country Creek subdivision according to a Plat to be recorded in the Public Records of Broward County, Florida, a copy of which is annexed hereto as Exhibit B. The Common Properties include, without limitation, entranceways, lighting equipment, Private Streets, easements, public sidewalks, paths, fire lanes, green belts, fences, parking areas, lake, lake beach, lake docks, private park, fitness trail, bicycle path and other recreational facilities. The Common Properties specifically exclude all Lots and Residences.

1.8 "Community" means the Residences, Lots, Private Streets and the Common Properties located within the lands described in Exhibit A attached hereto, and any and all additions thereto as may hereafter be brought within the HOA's jurisdiction.

1.9 "County" means Broward County, Florida and/or its applicable governmental authorities.

1.10 "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Country Creek and all Exhibits annexed thereto, as such Declaration and Exhibits may be amended from time to time.

1.11 "Declarant" means: (a) FN Projects, Inc., a California corporation, its successors and assigns; and (b) for purposes of taking actions on Declarant's behalf under this Declaration, Declarant's duly appointed agent(s).

1.12 "HOA" means Country Creek Club Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.13 "Institutional Lender" means any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association having a mortgage lien upon any lot or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

1.14 "Lot" means an individual parcel of land within the Community upon which a single-family residence is built or will be built.

1.15 "Management Company" means the entity(ies) contracted by or employed by the HOA as its agent(s) to assist in performing or carrying out certain duties, powers and/or functions of the HOA.

1.16 "Member" means member of the HOA.

1.17 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Residence.

1.18 "Plat" means the Plat of Country Creek subdivision to be recorded in the Public Records of Broward County, Florida, a copy of which is annexed hereto as Exhibit B.

1.19 "Private Street" means a roadway within the Community, not dedicated to the public. Private Street includes, without limitation, cul-de-sacs (as landscaped).

1.20 "Residence" means a single-family residential dwelling and the Lot upon which the Residence is situated within the Community.

1.21 "Undeveloped Property" means one or more parcel(s) of land which Declarant may, but shall not be obligated to, subject to this Declaration, including, without limitation, those parcels more particularly described in Exhibit C annexed hereto.

ARTICLE II PROPERTY RIGHTS

2.1 Easements in General. The Common Properties shall be subject to a perpetual non-exclusive easement in favor of each Residence, which shall be appurtenant to and shall pass with title to each Residence, for use by the Owner, his immediate family, guests, tenants and invitees, for all proper and normal purposes including ingress and egress. The Common Properties also shall be subject to such a perpetual non-exclusive easement in favor of Declarant, its agents, employees, invitees, successors and assigns.

2.2 Easements for Utilities and Other Services. Easements are reserved under, through and over all portions of the Community for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, cable television service, electronic security systems and other utilities and all machinery and apparatus appurtenant thereto as may be necessary or desirable in servicing all or any portion of the Community, each such easement to be of a size, width and location as Declarant, in its discretion, deems appropriate, but situated so as not to interfere unreasonably with the use of any improvements which are now or will be located in the Community. A perpetual non-exclusive right of ingress and egress also is granted to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities, and to such other persons as Declarant may designate from time to time.

2.3 Easements for Private Streets. All Private Streets within the Community shall be subject to perpetual non-exclusive easements for use by all Owners, their immediate families, guests, tenants and invitees and Declarant, its agents, employees, invitees, successors and assigns.

2.4 Easement for Encroachments. If: (a) any portion of the Common Properties encroaches upon any other portion of the Community; (b) any other

portion of the Community encroaches upon the Common Properties; or (c) any encroachment shall hereafter occur as the result of (i) construction of any building or other improvements, (ii) settling or shifting of a building or other improvements, (iii) any alteration or repair to the Common Properties or any other portion of the Community, (iv) any repair or restoration of any building or other improvements or any of the Common Properties after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any building, improvements or Common Properties, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

2.5 Extent of Easements. The rights and easements created hereby shall be subject to the following:

A. The HOA's right reasonably to limit the number of guests and invitees of Owners using such rights and easement;

B. The HOA's right to suspend the rights and easements of enjoyment of any member during which any assessment shall remain unpaid, and for a period not to exceed sixty (60) days, for any infraction of its Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the HOA shall not constitute a waiver or discharge of the member's obligation to pay the assessment; provided, however, that the HOA shall not suspend the right to use any Private Streets within the Community; and provided, further, that the HOA shall not suspend any rights and easements reserved herein by Declarant.

C. The HOA's right to place any reasonable restrictions upon the use of any Private Streets within the Community, including, but not limited to, the maximum and minimum speeds of vehicles using the Private Streets and other traffic and parking regulations.

D. The right of the title holder to give, dedicate or sell all or any portion of the Common Properties to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by such title holder.

2.6 No Waiver of Use. No Owner may release his Residence from assessments and liens hereunder by waiver of the use and enjoyment of the Common Properties.

2.7 Conveyance of the Common Properties. Declarant shall convey all of the Common Properties to the HOA not later than the date of conveyance of the first Residence in the Community to a person or entity not related to or affiliated with Declarant.

2.8 Reserved Rights. Declarant hereby reserves the right, in its sole discretion, as follows:

A. to alter all or any portion of the Common Properties to which Declarant holds title, but not to remove from status as Common Properties; and

B. to mortgage all or any portion of the Common Properties to which Declarant shall hold title; provided that the Common Properties shall be free of mortgages at the time of conveyance to the HOA.

2.9 Annexation: Within five (5) years after the date of this Declaration, Declarant shall have the right, in its sole and absolute discretion (i.e. without consent from the Owners) to annex any and/or all of the Undeveloped Property, as described in Exhibit C, to the Community. Any such Annexation(s) shall become effective upon the recording of an amendment to this Declaration in the Public Records of Broward County, Florida.

2.10 Other Annexation: Declarant shall have the right to annex to the Community parcel(s) of land other than as described in Exhibit C with the consent of: (a) the Owners of at least two-thirds (2/3) of the then existing Lots in the Community; and (b) the Institutional Lenders for at least two-thirds (2/3) of the then existing Lots in the Community.

ARTICLE III HOA MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Each record Owner of a Residence shall be a member of the HOA.

3.2 Voting Rights. Each Residence shall be entitled to one (1) vote to be cast by the Owner. When more than one person or entity holds an interest in a Residence, the vote for the Residence shall be cast by the Owner designated in a certificate filed with the HOA and signed by all persons owning an interest in the Residence. The vote for each Residence is indivisible. Membership in the HOA shall be appurtenant to and may not be separated from ownership of a Residence. Transfer of Residence ownership, either voluntarily or by operation of law, shall terminate membership in the HOA, and said membership shall thereupon be vested in the transferee.

ARTICLE IV FUNCTIONS OF THE HOA

4.1 In General. The HOA shall govern, operate, control, manage and maintain the Common Properties, the Perimeter Wall and the Private Streets pursuant to the terms and provisions of this Declaration, the HOA Articles of Incorporation and the HOA By-Laws. The HOA shall pay all real property ad valorem taxes and all governmental liens assessed against the Common Properties. The HOA shall further have the responsibility to hire personnel and to maintain, repair, and replace, at the HOA's expense, the Common Properties, including, without limitation, the Private Streets, street lights, walls, fences, landscaping and the Community signs.

4.2 Maintenance and Repair:

A. Common Properties. Except to the extent (i) expressly provided to the contrary herein or (ii) of insurance proceeds available therefor, all maintenance, repairs and replacements in or to the Common Properties shall be performed by the HOA and the cost and expense thereof shall be

charged to all Owners as a Common Expense; provided, however, that costs arising from or necessitated by the negligence of or misuse by specific Owner(s) as determined by the Board, shall be paid solely by such Owner(s).

B. Residences. All maintenance, repairs and replacements of, in or to any Residence, whether structural or non-structural, ordinary or extraordinary, including without limitation, maintenance, repair and replacement of screens, windows, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor covering, sod, landscaping, driveways or other property belonging to the Owner, shall be performed by the Owner of such Residence at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

C. HOA Option to Maintain Additional Property. Anything herein to the contrary notwithstanding, the HOA shall have the right to assume the obligation to maintain property within the Community which is not owned by the HOA if the Board shall determine, in its sole discretion, that the maintenance of such property by the HOA would be in the Owners' best interests. In such event, where applicable, the HOA shall so notify any Owner otherwise responsible for such maintenance and, thereafter, such property shall be maintained by the HOA and not by the Owner until the Board shall determine that it no longer shall maintain such property and shall so notify the Owner(s) in writing. By way of example and not limitation, the HOA shall have the right to assume the obligation to maintain any walls on or near the boundaries of the property, any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features or other improvements in or within any access, easements or rights of way within the contiguous boundary of the Community. To the extent that the HOA shall assume the obligation to maintain any portion of the Community not owned by the HOA, then the HOA shall have an easement and right to enter upon any such portion of the Community in connection with such maintenance and no such entry shall be deemed a trespass. The HOA also may enter into agreements with any other person or entity to share in the maintenance responsibility of such property if the Board shall determine, in its sole discretion, that this would be in the Owners' best interests.

4.3 HOA Expenses. The HOA shall, through the Board, fix and determine from time to time the sum(s) necessary and adequate to provide for the HOA's expenses. The HOA's expenses shall be assessed against the Owners as provided hereinafter.

4.4 Conveyances to the HOA. The HOA shall be obligated to accept (and shall automatically be deemed to have accepted) any and all deeds of conveyance delivered to it by Declarant conveying title to all or any portion of the Common Properties.

ARTICLE V
ASSESSMENTS

5.1 Purpose. The assessments levied by the HOA shall be used to promote the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to maintain, repair and replace the Common Properties.

5.2 Annual Assessments; Budget. The Board shall fix, determine and collect the sums necessary and adequate to pay for the general expenses of the HOA. The annual assessment shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the fiscal year. The HOA's fiscal year shall be the calendar year beginning with the calendar year in which this Declaration shall be recorded in the Public Records of Broward County, Florida. Assessments shall be payable quarterly in advance or at such other time as determined by the Board at the HOA's main office. The payment of any assessment shall be in default if it shall not be paid to the HOA on or before its due date. Anything herein to the contrary notwithstanding, annual assessments shall commence to accrue with regard to any Residence only as of the date of the duly issued certificate of occupancy for the Residence. The rate for annual assessments shall be equal for all Residences.

5.3 Special Assessments and Special Individual Assessments. In addition to the annual assessments, the HOA may levy special assessments to pay the costs of such items as are determined necessary or appropriate by the Board, including, without limitation, the following: (a) reconstruction of portions of the Common Properties; (b) unexpected repairs or replacements. Special assessments shall be shared equally by each Residence and shall be due and payable in the amount and at the time determined by the Board. Notwithstanding the foregoing, special assessments and special individual assessments may be charged against certain Residences and Owners and in differing amounts as necessary or appropriate, as determined by the Board.

5.4 Liens; Personal Obligations; Enforcement. The HOA shall have a lien against each Residence for assessments on such Residence, which lien shall be effective upon recording a Claim of Lien in the Public Records of Broward County, Florida. A Claim of Lien shall state the description of the Residence encumbered thereby, the name of the record owner, the amount due and the date when due. No lien for assessments shall be recorded unless and until there shall have been a default in an installment due hereunder continued for more than fifteen (15) days following the due date of such installment. No lien shall continue for a period longer than one (1) year after the Claim of Lien shall have been recorded, unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. The Claim of Lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Final Judgment of Foreclosure. Such Claim of Lien shall be signed and verified by an officer or agent of the HOA. Upon full payment of all sums secured by such lien, the same shall be satisfied of record. Declarant, for each Residence owned by it, and each Owner, by acceptance of a deed to his Residence, shall be deemed to covenant and agree to pay to the HOA: (1) annual assessments; (2) special assessments; and (3) special individual assessments. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal

obligation of the person(s) or entities owning such Residence at the time when the assessment shall have come due. The Owner's personal obligation to pay such assessment, however, shall remain as a personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Assessments shall bear interest from the due date until paid at the maximum rate allowed by law for an individual. A late charge shall be due in the amount of Twenty-Five Dollars (\$25.00) per quarterly assessment or portion thereof past due more than fifteen (15) days or fifty percent (50%) of the quarterly assessment past due more than fifteen (15) days, whichever is greater, and the HOA may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the Residence, and there shall be added to the amount of such assessment reasonable attorneys' fees and costs incurred in collecting such assessment, and in the event that judgment shall be obtained, such judgment shall include interest on the assessment and late charges as above provided and reasonable attorneys' fees, together with the cost of the action, including attorneys' fees and costs on appeal. Liens may be foreclosed in the same manner as mortgages are foreclosed.

5.5 Subordination of Liens to Mortgages. Assessment liens shall be superior to all other liens, except tax liens and first mortgage liens in favor of Institutional Lenders or Declarant which are amortized in quarterly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of a Residence, pursuant to a judgment of foreclosure or where the Institutional Lender shall take a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such judgment or deed in lieu of foreclosure only pursuant to superior mortgages as provided above. Such sale or transfer shall not relieve such Residence from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. Notwithstanding anything herein to the contrary, the provisions of this Section shall not be amended without the County's prior written consent.

5.6 Certificates. The HOA shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the HOA, setting forth whether assessments have been paid. Such certificate shall be conclusive evidence of payment as to any assessment therein stated.

5.7 Declarant's Option as to Assessments. Anything herein to the contrary notwithstanding, Declarant shall not be liable for any assessments imposed upon Lots or Residences owned by Declarant so long as Declarant shall pay all deficits in the HOA's operation above the assessments and other payments collectible from or made by the other Owners. For purposes of calculating any such deficit, only actual current expenses shall be computed. Declarant may, at any time and from time to time, be relieved of all obligations to fund deficits by electing for any applicable period, to pay assessments imposed upon the Residences and Lots owned by Declarant.

ARTICLE VI
USE STANDARDS AND RESTRICTIONS

6.1 Building, Landscaping and Other Improvements. All buildings, improvements and landscaping shall comply with all applicable minimum standards and County zoning laws. No building or improvement shall be constructed and no landscaping or sodding shall be removed, changed or installed without the prior written approval of the Architectural Control Committee (except as hereinafter provided as to Declarant). The Committee shall control not only the initial structures and improvements, landscaping, walls and fences to be constructed, but also any additions, changes or modifications thereof on any Residence, except that all structures constructed by Declarant as well as landscaping, walls and fences installed or constructed by Declarant shall be deemed approved by the Committee. Anything herein to the contrary notwithstanding, Owners may make alterations, changes and modifications within the interior of their original Residence without obtaining the Committee's consent. The HOA shall have the power to enact Rules and Regulations to more specifically define the provisions of this Section. All buildings, improvements, appurtenances and landscaping shall be kept in a clean, neat and attractive condition and all buildings and structures shall be maintained in a finished, neat and attractive condition. All driveways and other paved or pebbled areas shall be kept in a neat and orderly condition. In the event that an Owner shall fail to maintain his Residence (excluding the Perimeter Wall and the Private Streets), or improvements or landscaping thereon, then, upon approval by two-thirds (2/3) vote of the Board and upon the continuing failure to maintain same following ten (10) days' written notice from the HOA to the Owner, the HOA shall have the right, through its agents, employees or designees, to enter upon the subject Residence and to repair, maintain and restore same. The sums expended by the HOA for such repair, maintenance and restoration shall be assessed against the subject Residence as a special individual assessment. The cost of curing of such defects shall bear interest at the highest rate allowed by law for an individual from the date such costs were incurred. All of said costs, interest and fees shall be a lien upon the affected Residence.

6.2 Alteration of the Common Properties, Perimeter Wall and Private Streets. No alteration, addition or improvement of the Common Properties, the Perimeter Wall or the Private Streets shall be permitted, except as provided in this Declaration. Notwithstanding the foregoing, Declarant shall have the right to make such improvements to the Common Properties, the Perimeter Wall and the Private Streets as it determines in its sole discretion.

6.3 Rules and Regulations. The Board may from time to time adopt or amend Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Community and the Common Properties.

6.4 Temporary, Play and Auxiliary Structures. No trailer, tent, shack, barn or other outbuilding shall be allowed on any Lot. No shed, storage container, platform, doghouse, playhouse or similar structure shall be allowed on a Lot except if located in the backyard of the Lot and if not visible from the street. No outdoor clotheslines shall be permitted. No building, fence, screen enclosure, wall or other structure shall be erected or maintained, nor shall any exterior addition, change or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height,

materials, color and location of the same shall have been submitted and approved in writing by the Architectural Control Committee. The Committee shall be permitted to employ aesthetic values in making its determinations.

6.5 Oil and Mining Operations. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted in the Community, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in the Community. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the Community.

6.6 Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in the Community, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

6.7 Garbage, Refuse and Sewage Disposal. No portion of the Community shall be used or maintained as a dumping ground for rubbish. Trash and garbage shall be kept except in sanitary containers or as required by the HOA or the applicable County ordinances. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No individual sewage disposal system shall be permitted in the Community.

6.8 Exterior Colors. The exterior color of all structures including the roof, walls, fences, if applicable, and other improvements on each Residence shall be a color on the Committee's approved colors list, as such list may be amended from time to time; provided, however, that such color may be changed by an Owner with the Committee's prior written approval.

6.9 Satellite Dishes; Exterior Antennas. No satellite dishes, exterior radio antenna, television antenna, citizens band antenna or any other antenna of any type or nature shall be permitted in the Community without the Committee's prior written approval.

6.10 Motor Vehicles, Boats and Boat Trailers. No motor vehicles of any type, trailers, recreation vehicles, campers, vans, commercial vehicles, boats or boat trailers may be parked upon any unpaved portions of the Common Properties. No commercial trucks or other commercial vehicles, recreation vehicles, campers, derelict automobiles, vans, boats or boat trailers may be parked in the Community, except when kept in a garage upon a Residence. If such vehicle shall be parked in such garage, the garage door shall be kept closed.

6.11 Windows; Shutters. No Owner shall place aluminum foil on any exterior window or glass door. No storm shutters shall be installed without the Committee's prior written approval, which approval shall be given if the proposed shutters shall be of the type then currently approved by the Committee.

6.12 Exterior Lighting. No Owner shall install exterior lighting (in addition to such exterior lighting as originally provided for the Residence by Declarant) without the Committee's prior written approval.

6.13 Signs. No advertising signs shall be permitted in the Community; provided, however, than when an Owner shall offer a Residence for sale, one

(1) for sale sign shall be permitted on the Lot. The size of the face of the sign shall be larger than forty (40) square inches and the sign shall be attached to a supporting member driven into the ground not exceeding two (2) inches in diameter and not exceeding four (4) feet in height above the finished grade of the Lot.

6.14 Displays. No permanent statues, artifacts, religious objects or other displays shall be permitted on the Lots.

ARTICLE VII ARCHITECTURAL CONTROL

7.1 Architectural Planning Criteria. The following architectural criteria shall apply to the Community:

A. Swimming Pools, Hot Tubs and Whirlpool Baths: Any and all swimming pools, hot tubs or whirlpool baths to be constructed on any Residence shall be subject to the Committee's requirements, which shall include, without limitation:

(1) Composition shall be of material thoroughly tested and accepted by the industry for such construction.

(2) The location of any swimming pool, hot tub or whirlpool bath shall be subject to the Committee's prior written approval.

(3) No screening shall stand beyond a line extended and aligned with the side walls or rear walls of the dwelling unit without the Committee's prior written approval.

B. Utility Connections: Building connections for all utilities, including, but not limited to water, electricity, telephone and television, shall be run underground from the proper connecting points to the Residence in a manner which shall comply with all governmental requirements.

7.2 Additional Criteria. Additional criteria, together with modifications of the aforementioned standards, may be approved by the Committee from time to time, provided such modifications shall be enacted as Rules and Regulations.

7.3 Architectural Control Committee: Composition; Procedures. The Architectural Control Committee shall consist of three (3) persons selected by the Board, one of whom shall be appointed Committee Chairman. Each Committee member shall be appointed for a term of one (1) year. The Committee shall meet from time to time as necessary to perform its duties. Any Owner desiring approval of any plans or specifications ("plans") shall submit such plans to the Committee. Approval or disapproval by the Committee shall be determined by majority vote and shall be evidenced by a written instrument executed by at least one (1) Committee member, which shall be delivered to the Board and to the submitting Owner. Should the Committee fail to act upon any such submission within thirty (30) days from the Committee's receipt thereof, such inaction shall be deemed approval of the submission. In the event that the

Committee shall disapprove any proposed structure, exterior addition, change or alteration, the Committee shall state with specificity the reasons for the disapproval. Committee approval of any plans shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plans subsequently submitted.

7.4 Inspection of Completed Work; Corrections. Inspection of work for which plans have been approved and correction of defects therein shall proceed as follows:

A. Upon completion of work, the submitting Owner shall give written notice of completion to the Committee.

B. Within sixty (60) days thereafter, the Committee (or its agent) may inspect the work. If the Committee shall find the work not in substantial compliance with the approved plans, it shall notify the submitting Owner in writing within such 60-day period and shall require corrections for compliance.

C. If the submitting Owner shall not have corrected the noncompliance within thirty (30) days from the date of notification, the Committee shall notify the Board of such failure and the Board, at its option, shall be entitled to either remove the noncomplying work or remedy the noncompliance, and the submitting Owner shall reimburse the HOA upon demand for all expenses incurred. If the submitting Owner shall not reimburse the HOA promptly, the Board shall levy a special individual assessment against the subject Residence and Owner for such reimbursement.

D. The Committee's failure to notify a submitting Owner of any noncompliance within the 60-day period after receipt of written notice of completion shall be deemed an approval of the work.

7.5 Disclaimer. Neither the Committee nor any member, employee or agent thereof shall be liable to the HOA, any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties, unless due to the willful misconduct or bad faith of such an individual and only that individual shall have any liability. The Committee shall not be responsible for reviewing, nor shall its approval of any plan be deemed approval of, structural safety of any building or other code compliance.

ARTICLE VIII DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Anything herein to the contrary notwithstanding, damage to or destruction of all or any portion of the Common Properties shall be handled in the following manner:

8.1 Sufficient Insurance Proceeds. In the event of damage or destruction to the Common Properties and insurance proceeds sufficient to effect total restoration, the HOA shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.

8.2 Nearly Sufficient Insurance Proceeds. If the insurance proceeds shall be within Five Thousand Dollars (\$5,000) of being sufficient to effect total restoration to the Common Properties, the HOA shall cause such Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Owners.

8.3 Insufficient Insurance Proceeds. If the insurance proceeds shall be insufficient by more than Five Thousand Dollars (\$5,000) to effect total restoration to the Common Properties, then, by vote of a majority of the Owners, the HOA shall determine to take one of the following courses of action: (i) to rebuild and restore in substantially the same manner as the Common Properties existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Special Assessments against all Residences; or (ii) to rebuild and restore in a way which shall utilize all available insurance proceeds and an additional amount not in excess of Five Thousand Dollars (\$5,000), and which shall be less expensive than replacing the Common Properties in substantially the same manner as they existed prior to being damaged; or (iii) not to rebuild, but to distribute the available insurance proceeds equally to the Owners (or their Mortgagees).

8.4 Individual Liability. Each Owner shall be liable to the HOA for any damage to the Common Properties not fully covered by insurance which may sustained by reason of the negligence or willful misconduct of such Owner or of his family and guests, both minor and adult. Notwithstanding the foregoing, the HOA reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Residence, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Special Assessment against the Residence and may be collected as provided herein for the collection of Common Assessments.

ARTICLE IX INSURANCE

9.1 Common Properties. The HOA shall keep all buildings, improvements and fixtures of the Common Properties insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the HOA may deem desirable. The HOA may also insure any other property whether real or personal, owned by the HOA, against loss or damage by fire and such other hazards as the HOA may deem desirable, with the HOA as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Properties shall be written in the name of the HOA and the proceed thereof shall be payable to the HOA. Insurance proceeds shall be used by the HOA for the repair or replacement of the property for which the insurance was carried, subject to the provisions of this Declaration.

9.2 Waiver of Subrogation. As to each policy of insurance maintained by the HOA, which will not be voided or impaired thereby, the HOA hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, the agents and employees of each of the foregoing, with respect to .

any loss covered by such insurance, whether or not caused by negligence of, or breach of, any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

9.3 Liability and Other Insurance. The HOA shall obtain comprehensive public liability insurance, including medical payments, liquor liability insurances and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the HOA and/or with respect to the Common Properties. Such policy also shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts by the HOA. The scope of coverage shall include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for planned unit developments similar in construction, location and use. Minimum coverage shall be \$1,000,000 per occurrence for personal injury and/or property damage. The HOA may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the HOA, the Board and the Management Company, from liability in connection with the Common Properties. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any Committee thereof.

ARTICLE X INSTITUTIONAL LENDER PROTECTION

10.1 Notices. Each Institutional Lender, at its written request, shall be entitled to written notification from the HOA of any default by the Owner of a Residence encumbered by Institutional Lender's mortgage in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws, which default shall not be cured within thirty (30) days after the HOA shall learn of such default. Each Institutional Lender which has registered its name with the HOA shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws and prior to the effective date of the termination of any agreement for professional management of the Common Properties following a decision of the Owners to assume self-management of the Common Properties; and (ii) immediate notice following any damage to the Common Properties whenever the cost of reconstruction shall exceed Ten Thousand Dollars (\$10,000.00), and as soon as the Board shall learn of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Properties.

10.2 Prior Assessments. Each Institutional Lender which shall obtain title to a Residence pursuant to the remedies provided in its mortgage on the Residence or by foreclosure to the remedies provided in such mortgage or by foreclosure of such mortgage, shall take title to the Residence free and clear of any claims of unpaid assessments or charges against such Residence which

accrued prior to the acquisition of title to such Residence by the Institutional Lender.

10.3 Restriction on HOA Authority. The HOA shall not be entitled to take the following actions without the prior written approval of at least two-thirds (2/3): (i) of the Institutional Lenders (based upon one vote for each first mortgage owned); and (ii) of the Owners other than Declarant (based upon one vote for each Residence):

A. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Properties (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Properties shall not be deemed a transfer);

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

C. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Residences, the exterior maintenance of the Residences, the maintenance of the Common Properties party walks or common fences and driveways, or the upkeep of lawns and plantings in the Community;

D. Fail to maintain fire and extended coverage on insurable Common Properties on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

E. Use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Common Properties.

10.4 Inspection of Books and Records. Institutional Lenders shall have the right to examine the HOA's books and records during normal business hours.

10.5 Right to Pay Overdue Charges. Institutional Lenders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Properties facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and Institutional Lenders making such payments shall be owed immediate reimbursement therefor from the HOA.

ARTICLE XI GENERAL PROVISIONS

11.1 Declarant's Additional Reserved Rights. Notwithstanding anything herein to the contrary, Declarant shall have the right with respect to the development of the Community to construct buildings and units and other improvements and install landscaping of such type, nature, shape, height, color, materials and location as Declarant shall determine in its sole discretion;

provided, however, that same shall comply with the applicable building codes and County zoning laws in force at that time. Until such time as Declarant shall own no Lots within the Community, Declarant shall be entitled to place on Lots owned by Declarant temporary construction or sales trailers and other temporary facilities and conduct its sales and marketing efforts as Declarant shall deem appropriate.

11.2 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Residences and the Common Properties in the Community and shall be enforceable by the HOA or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration shall be recorded ("the Initial Term"), after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless this Declaration shall be terminated at the end of the Initial Term or prior to a successive ten (10) year period at a special meeting of the membership of the HOA held not less than five (5) years prior to the end of the Initial Term or not less than five (5) years prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than seventy-five (75%) percent of the Owners, in which event an instrument to this effect shall be recorded in the Public Records of Broward County, Florida, subject, however, to Declarant's rights as set forth in this Declaration, provided there shall be no termination without the County's prior consent after public hearing.

11.3 Amendments. Subject to Declarant's and Institutional Lenders' rights as set forth in this Declaration, this Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than sixty-seven percent (67%) of the voting members and the approval by Institutional Lenders holding at least sixty-seven percent (67%) of the mortgages on Residences in the Community; provided, however, that: (a) during the period that Declarant shall control the affairs of the HOA, the Board by a two-thirds (2/3) vote may amend this Declaration; and (b) no amendment shall change a Residence's proportionate share of HOA expenses, unless the record owners of the affected Residences join in the execution of the amendment; and (c) no amendment shall materially and adversely affect the rights of an Institutional Lender holding a mortgage on a Residence within the Community without such Institutional Lender's prior written consent. Each amendment shall be recorded in the Public Records of Broward County, Florida.

11.4 Notices. Any notice required to be sent hereunder shall be deemed to have been properly sent when delivered or mailed, postpaid, to the last known address of the Owner or other addressee on the records of the HOA at the time of such mailing.

11.5 Enforcement; No Waiver. The HOA, the County and/or any Owner shall have the right to enforce the provisions of this Declaration by any proceeding at law or in equity against any person(s) or entity(ies) violating or attempting to violate any covenant or restriction, either to restrain such violation, to recover damages or to enforce performance and against the applicable Residence to enforce any lien created herein; and failure by the HOA, any Owner or the County to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Where litigation shall occur to enforce said provisions or to recover damages or to enforce any lien created herein, the prevailing party in such litigation shall be entitled

to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

11.6 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

11.7 Gender and Plurals. The use in this Declaration of the male gender shall include the female gender, and the use of the singular shall include the plural and vice versa, as the context requires.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the date set forth below.

ATTEST:

FN PROJECTS, INC.

By: _____, President

Dated: _____, 1988

STATE OF FLORIDA)
)SS.
COUNTY OF _____)

BEFORE ME, a Notary Public, personally appeared _____ and _____, President and Secretary, respectively, of FN PROJECTS, INC., a California corporation, who did acknowledge before me that they executed the foregoing instrument for the uses and purposes therein set forth, for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this _____ day of _____ 1988.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

THE PLAT (PROPOSED).

BY LAWS
OF
COUNTRY CREEK CLUB
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
IDENTITY

A. Scope. The By-Laws shall govern the operation of Country Creek Club Homeowners' Association, Inc. ("the Association"), a Florida corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering the residential community to be known as Country Creek Club which will be located on land described in the Declaration of Covenants, Conditions and Restrictions for Country Creek Club ("the Declaration").

B. Definitions. All terms used herein which are defined in the Declaration shall be used herein with the same meanings as in the Declaration.

C. Principal Office. The principal office of the Association shall be at such place as may be subsequently designated by the Board of Directors of the Association.

D. Seal. The seal of the Association shall bear the name of the Association, the word "Florida," the words "corporation not for profit," and the year of incorporation.

ARTICLE II
MEMBERSHIP AND VOTING

A. Membership. Membership in the Association shall be limited to every person or entity who is an Owner in the Community. Any person or entity who holds an interest in a Residence only as security for the performance of an obligation shall not be a member. Transfer of Residence ownership, either voluntarily or by operation of law, shall terminate the transferor's membership in the Association and shall vest such membership in the transferee.

B. Voting. Subject to Declarant's reservation of voting rights in the Declaration, each Residence shall be entitled to one equal vote to be cast by the Owner. If an Owner shall own more than one Residence, he shall be entitled to one vote for each Residence owned. The vote of a Residence shall not be divisible. No cumulative voting shall be allowed. Non-payment of assessments and installments thereon shall result in the suspension of voting privileges during any period of such non-payment.

C. Majority Vote. The acts approved by a majority of the votes at a meeting at which a quorum shall be present shall be binding upon all members for all purposes except where otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. The term "majority of the members" shall mean more than fifty percent (50%) of the total authorized votes of all members voting at a member's meeting at which a quorum shall be present.

D. Quorum. The presence, in person or by proxy, of a majority of the members shall constitute a quorum.

E. Proxies. Votes may be cast in person or by proxy. Each valid proxy shall be: (1) in writing and signed by the person entitled to vote; (2) filed with the Secretary of the Association prior to the meeting in which to be used; and (3) valid only for the particular meeting designated therein. Where a Residence is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife.

F. Designation of Voting Member. If a Residence is owned by one person, his right to vote shall be established by the recorded title to the Residence. If a Residence is owned by more than one person, the person entitled to cast the vote of a Residence shall be determined by the Owners and shall be designated in a certificate signed by all of the Owners of record and filed with the Secretary of the Association. If a Residence is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Residence for the corporation shall be designated in a certificate, signed by the president or vice president and attested to by the secretary of the corporation and filed with the Secretary of the Association. The person entitled to cast a vote for a Residence shall be known as the "voting member." Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the Residence. If a certificate shall not be on file with the Secretary for a Residence owned by more than one person or by a corporation, the vote of such Residence shall not be counted for any voting purpose, except if the Residence is owned jointly by a husband and wife, in which event, such husband and wife shall have the following options:

1. They may, but they shall not be required, to designate a voting member; or

2. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on the subject at that meeting; or

3. Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Residence vote, just as though he or she owned the Residence individually and without establishing the concurrence of the absent person.

G. Meetings.

1. Place. All meetings of the members shall be held in Broward County, Florida, at such place and at such time as may be designated by the Board of Directors and stated in the notice of the meeting.

2. Notices. The Secretary shall mail or deliver written or printed notice of each annual or special meeting stating the time and place thereof to each member (unless waived in writing) at least fourteen (14) but not more than thirty (30) days prior to such meeting. All notices shall

be mailed to or served at the address of the Owner as it appears on the books of the Association, or supplied by such member for the purpose of such notice. If the date for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

3. Annual Meetings. The annual meeting of the members shall be held once in each year at such time and on such date in each year as the Board of Directors shall determine. At the annual meeting, the members shall elect a Board of Directors and shall transact such other business as may properly be brought before the meeting.

4. Special Meetings. Special meetings of the members may be called by the President or Vice President of the Association, or at the written request of a majority of the Board, or at the written request of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subject(s) stated in the notice.

5. Waiver and Consent. Whenever the vote of members is to be taken in connection with any Association action, the meeting may be dispensed with if not less than seventy-five (75%) percent of the voting members shall consent in writing to such action being taken; provided, however, that notice of such action shall be given to all members.

6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

H. Transfer of Control. Declarant shall transfer control of Association to the members not later than the earlier of: (1) four (4) months after seventy-five percent (75%) of the Residences in the Community shall have been conveyed to Owners; or three (3) years after the first Residence in the Community shall have been conveyed to an Owner.

ARTICLE III BOARD OF DIRECTORS

A. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three (3), five (5) or seven (7) persons, as shall be determined from time to time by the members. The term of each Director's service shall extend until the next annual meeting of the members and thereafter, until his successor is duly elected and qualified, or until he is removed. All Directors shall be voting members of the Association; except that all Director(s) appointed by Declarant need not be voting members.

B. Method of Election. All Directors not chosen by Declarant shall be elected at the annual meeting of the members, in the following manner:

1. A nominating committee of three (3) members shall be appointed by the Board not less than thirty (30) days prior to the annual meeting. The committee shall nominate one or more persons for each available position. Members also may be nominated from the floor at the annual meeting.

2. The election shall be by ballot and by a plurality of the votes cast. Each voting member shall be entitled to cast a vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

C. Vacancies. If the office of any Director not chosen by Declarant becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, shall, at the next scheduled Board meeting, choose a successor who shall hold office for the balance of the unexpired term.

D. Removals. At any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by a vote of not less than two-thirds (2/3) of the total votes present at the meeting, and the successor may then and there be elected by the membership to fill the vacancy thus created. Only Declarant shall have the right to remove a Director appointed by it. Declarant shall have the absolute right to replace any Director chosen by it.

E. Resignations and Disqualifications. Any Director may resign at any time by written notice of such resignation to the Association. Commencing with the Directors elected at the first annual meeting of the membership, a Director's transfer of title of his Residence automatically shall constitute a resignation, effective upon such transfer.

F. Meetings.

1. Organizational Meetings. The organizational meeting of a newly elected Board shall be held directly after the annual meeting or within ten (10) days after their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

2. Regular Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as the Board may designate. Notice of each regular meeting shall, nevertheless, be given to each Director and posted in a conspicuous place in the Common Properties at least three (3) days prior to the date of such meeting.

3. Special Meetings. Special meetings of the Board may be called by the President, and in his absence, by the Vice President, or by a majority of the Directors, upon at least three (3) days' written notice to all Directors of the time, place and purpose(s) of said meeting.

4. Waiver of Notice. Any Director may waive notice of a Board meeting and such waiver shall be deemed equivalent to the giving of

notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5. Quorum. A majority of the Board shall constitute a quorum to transact business at any Board meeting, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board. If, at any Board meeting, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any business which might have been transacted at an adjourned meeting, as originally called, may be transacted at a subsequent meeting without further notice. The joinder of a Director in the actions taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining quorum.

G. Compensation. Directors shall not be compensated for their services. Directors may be reimbursed for their actual expenses incurred in the performance of their duties.

H. Powers and Duties. The Board shall exercise all powers, duties and authority necessary for the administration of the affairs of the Association and may do all such acts and things as are not reserved to the Owners by other provisions of these By-Laws, the Articles of Incorporation or the Declaration or by law. These powers and duties specifically shall include, but shall not be limited to, the following:

1. to exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these By-laws and all powers incidental thereto;

2. to maintain, repair or replace the Common Properties, the Perimeter Wall and the Private Streets;

3. to employ, dismiss, prescribe duties for and control the personnel necessary for the maintenance and operation of the Common Properties, the Perimeter Wall and the Private Streets, including the right and power to employ attorneys, accountants, contractors and other professionals, as needed;

4. to make, enforce and amend Rules and Regulations governing the use of the Common Properties, the Perimeter Wall and the Private Streets, by members and their guests;

5. to authorize and cause the Association to enter into contracts for the management and maintenance;

6. to establish, levy, assess and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors;

7. to set the date(s) assessments shall be due and to send written notice of each assessment to every Owner at least thirty (30) days in advance of the due date of the assessment;

8. to file and foreclose liens against any Residences for which assessments are not paid within thirty (30) days after due date or to cause an action at law to be brought against the Owner personally obligated to pay the same;

9. to appoint one or more committees, including the Architectural Control Committee, which shall have the powers of the Board in the management and affairs and business of the Association;

10. to provide for further improvement of the Common Properties, both real and personal, subject to the provisions of the Declaration, Articles of Incorporation and these By-Laws;

11. to grant easements and rights of way within the Community, where necessary for utilities;

12. to maintain bank accounts for the Association;

13. to procure, review and maintain adequate liability, hazard and flood insurance;

14. to call meetings of the members; and

15. to cause to be kept a complete record of all Association actions and affairs.

ARTICLE IV OFFICERS

A. Enumeration. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One person may hold more than one of the aforementioned offices, except for the following combinations: (1) President and Vice President; (2) President and Secretary. The President shall be Director, but the other officers need not be Directors. The Board also may elect such assistant secretaries, assistant treasurers and other officers as the Board deems necessary.

B. Election. The officers shall be elected annually by the Board at the organizational meeting of each new Board.

C. Term; Removal; Vacancies. Each officer shall hold office until his successor shall have been duly elected and qualified, or until he shall be removed, with or without cause, by a majority vote of the Board. Any officer may resign at any time upon written notice to the Board. A vacancy in any office because of death, resignation or other termination of service shall be filled by the Board for the unexpired portion of the term.

D. The President. The President shall preside at all Board meetings and members' meetings. The President shall have general supervision over the affairs of the Association and other officers, shall see that Board orders and resolutions are carried out and shall sign all leases, mortgages, notes, checks, deeds and all other written instruments necessary to perform all of the duties incident to the office and which may be required from time to time by the Board.

E. The Vice President. The Vice President shall perform all of the duties of the President in the President's absence, inability or refusal to act, and such other duties as may be required from time to time by the Board.

F. The Secretary and Assistant Secretary. The Secretary shall issue notices of all Board meetings and all members' meetings; attend, record the votes, and keep the minutes of the same; act as custodian of all Association books, records and papers, except those kept by the Treasurer; maintain current records showing names and addresses of the members of the Association; and perform such other duties as are required by the Board. The Assistant Secretary shall perform the duties of the Secretary in the Secretary's absence.

G. The Treasurer and Assistant Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all Association monies and disburse such funds as directed by Board resolution; keep full and accurate accounts of Association receipts and disbursements and books; render to the President and the Board at regular Board meetings, or whenever they may require, an account of all financial transactions and the financial condition of the Association; collect the assessments and promptly report the status of collections and of all delinquencies to the Board; give assessment status reports to potential transferees; sign checks, notes and contracts of the Association if required by the Board; and prepare an annual budget and balance sheet statement which shall be open for inspection upon reasonable request by any member. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

H. Compensation. Officers shall not be compensated for their services. Officers may be reimbursed for their actual expenses incurred in the performance of their duties.

ARTICLE V FINANCE AND ASSESSMENTS

A. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board from time to time upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by two (2) such officers of the Association as may be designated by the Board.

B. Fiscal Year. The Association's fiscal year shall be the calendar year beginning with the calendar year in which the Association was incorporated, provided that the Board may change the fiscal year, in its discretion.

C. Determination of Assessments. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. Association expenses shall include those

expenses as set forth in the Declaration. Without the approval of a majority of all Owners, the Board shall not impose an assessment for any year more than the greater of either (i) one hundred ten percent (110%) of the prior fiscal year's assessment, or (ii) the increase for the twelve (12) month period ending three (3) months prior to the immediately preceding fiscal year in the United States Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Consumers (U.S. City Average 1967-100). The Board specifically is empowered to make and collect assessments against the Residences as provided in the Declaration. A proposed budget shall be mailed or delivered to each Owner at least thirty (30) days prior to the commencement of the fiscal year. When the Board has determined the amount of any assessment, the Association or its agent shall mail or deliver to each Owner a statement of assessment. All assessments shall be payable by check or money order to the Association and, upon request, a statement of account shall be made available to the Owner.

D. Application of Assessment Installments Upon Defaults. If an Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining monthly installments for the year upon written notice thereof to the Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Owner.

E. Fidelity Bonds. Fidelity bonds shall be required for each director, officer and employee of the Association and for each contractor handling or responsible for Association funds in an amount which shall be the greater of \$10,000 or one hundred percent (100%) of the Association's reserves. The premiums on such bonds shall be paid by the Association.

F. Commingleing of Funds. All sums collected by the Association may be commingled in a single fund or divided into more than one fund as determined by the Board; provided, however, that any and all reserve funds shall be kept in separate accounts.

G. Applications of Payments. All assessment payments received by the Association shall be applied first to any and all costs of collection, second to accrued interest and late charges and third to the amounts originally assessed.

H. Audits or Reviews. An audit or a review of the accounts of the Association shall be made annually commencing with the year in which the first annual meeting takes place. Said audit or review shall not be required to be certified but shall be prepared by such accountant as the Board determines and a copy of said report shall be available to the members in the office of the Association and with the Treasurer. Such report shall be mailed to each Owner not later than four (4) months after the end of the year for which the report is made.

ARTICLE VI COMPLIANCE AND DEFAULT

A. Violations. In the event of a violation (other than the non-payment of an assessment) by an Owner of any of the provisions of the Declaration or

these By-Laws, the Board may give the Owner written notice of said breach and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through the Board, shall have the right to treat s of the Declaration and/or of the By-laws, and the Association then, shall have the following options:

1. Suspension of rights to use the Common Properties (except as to roadways) for a period not to exceed sixty (60) days;

2. An action at law to recover for its damages on behalf of the Association or on behalf of the other Owners;

3. An action in equity to enforce performance on the part of the Owner; and/or

4. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

B. Negligence or Carelessness of Owner. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense shall not be met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Residence or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to Owner as a specific item, which shall be a lien against said Residence with the same force and effect as if the charge were a part of the Association expenses.

C. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including costs and reasonable attorneys' fees on appeal, as may be determined by the Court.

D. No Waiver of Rights. The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration or these By-Laws shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

E. Survival of Liability. The termination of membership in the Association shall not relieve or release any former Owner from liability or obligations incurred under or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Association may have against such former Owner arising out of or in any way connected with such ownership and the covenants and obligations incidental thereto.

ARTICLE VII
ACQUISITIONS UPON FORECLOSURE

At any foreclosure sale of a Residence, the Board may acquire the Residences in the name of the Association or its designee if the lien being foreclosed is the Association's lien for unpaid assessments.

ARTICLE VIII
AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called meeting of the membership, provided:

A. Notice of the meeting shall contain a statement of the proposed amendment; and

B. The amendment shall be approved by the affirmative vote of the voting members casting not less than sixty-six (66%) percent of the total votes of the members; and

C. The amendment shall be recorded and certified as required by the Declaration.

D. The amendment shall not change Declarant's rights and privileges without Declarant's prior written approval.

ARTICLE IX
CONFLICTING PROVISIONS

In the case of conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE X
NOTICES

All notices required to be sent hereunder shall be delivered or mailed to the last known address of the Owner or other addressee on the records of the Association at the time of such mailing.

ARTICLE XI
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, except when the Di-

rector or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII
LIMITATION OF LIABILITY

Notwithstanding the Association's duty to maintain and repair the Common Properties, the Association shall not be liable for injury or damage caused by a latent condition in the Common Properties, nor for injury or damage caused by the elements or by Owners or other persons.

ARTICLE XIII
PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of all meetings when not in conflict with the Declaration, these By-Laws or the laws of the State of Florida.

ARTICLE XIV
PARAMOUNT RIGHTS OF DECLARANT

All of the applicable terms and provisions of these By-laws shall be subject and subordinate to the Declaration pertaining to Declarant's rights and powers.

WE HEREBY CERTIFY that the foregoing By-Laws of the Association were duly adopted by the Board of Directors of the Association at the organizational meeting held on the ____ day of _____ 1988.

COUNTRY CREEK CLUB HOMEOWNERS'
ASSOCIATION, INC.

By: _____
President

Attest:

Secretary