

This instrument prepared by
Alan H. Lubitz, Esq.
1500 San Remo Avenue, Suite 220
Coral Gables, FL 33146

1.

AMENDED AND RESTATED
MASTER DECLARATION
OF
COVENANTS AND RESTRICTIONS
(INDIGO LAKES)
AND
FIRST AMENDMENT
TO
BY-LAWS
OF
INDIGO LAKES
MASTER PROPERTY OWNERS ASSOCIATION, INC.

THIS INSTRUMENT is made this 21st day of October, 1996.

WHEREAS, a Master Declaration of Covenants and Restrictions ("Original Declaration") was executed on February 29, 1996, and recorded by the Owners stated therein on March 1, 1996, in Official Records Book 24553, at Page 928, of the Public Records of Broward County, Florida, against the following described real property (the "Property"), located in Broward County, Florida:

WILES/BUTLER PLAT ONE, according to the plat thereof, recorded in Plat Book 160, Page 18 ("Plat One"), and WILES/BUTLER PLAT TWO, according to the Plat thereof, recorded in Plat Book 160, Page 19 ("Plat Two"), of the Public Records of Broward County, Florida (collectively the "Plats");

and

WHEREAS, prior to the recordation of the Original Declaration, the Developer named therein established INDIGO LAKES MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association"), to carry out the functions and duties to be performed by the Master Association in accordance with the provisions of the Original Declaration;

and

WHEREAS, the Board of Directors of the Master Association adopted Bylaws (the "Bylaws") for the Master Association in the form attached to the Original Declaration as Exhibit "C";

and

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WHEREAS, the Original Declaration, in paragraph 8.4, and the Bylaws, in Section A of Article XIII, provide that a majority of the Board of Directors of the Master Association may amend the Declaration and the Bylaws, respectively, by the execution of amendment(s) thereto, without the necessity of a meeting.

NOW, THEREFORE, the undersigned, constituting all of the Members of the Board of Directors of the Master Association, hereby amend and restate the Original Declaration and amend the Bylaws as follows:

AMENDED AND RESTATED DECLARATION

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SECTION I. THE PROPERTY SUBJECT TO THIS DECLARATION (hereinafter called the "Property") is described in the first paragraph of the preamble of this Instrument.

SECTION II. THE ASSOCIATION

2.1 Articles and By-Laws. Prior to the filing of this Declaration, Smigiel Partners II, Ltd., a Florida limited partnership, the "Developer", has caused to be formed the INDIGO LAKES MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter sometimes called "'Association" or "Master Association"), by the filing of the Articles of Incorporation in the office of the Secretary of State, Tallahassee, Florida. As more fully set forth in its Articles of Incorporation and By-Laws, the Association was formed to function as an instrumentality of owners of Tracts in the community or of owners of single family residential lots in certain Tracts of the Property acting through their respective associations (the "Sub-Associations"), as defined in Section 5.1, the legal description of the real property within which said community is located being fully described in Section I hereof. Copies of the Articles of Incorporation and By-Laws of the Association are attached to the Original Declaration as Exhibits "B" and "C", respectively.

2.2 Purpose of Association. Certain of the property set forth in Section I will be developed into one or more single-family residential communities hereinafter referred to as Tracts "A", "B" and "C". Development of Tracts "A", "B" and "C" may be accomplished in phases over a period of time. All of such Tracts will be platted into residential lots and sold to homeowners. Developer contemplates that certain of the property set forth in Section I will be developed into an automobile dealership, hereafter referred to as Tract "G"; certain of the property set forth in Section I will be developed into a multi-family rental community, hereafter referred to as Tract "D"; certain of the property set forth in Section I may be developed for commercial purposes, hereinafter referred to as Tracts "E" and "F"; and certain of the property set forth in Section I will be dedicated on the Plats for retention, utility services, roadways, etc. The Plats show thereon an entry road from State Road 7 (U.S. 441) which shall service the subject property and is dedicated therein as Alexandra Boulevard. All of the platted Tracts

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may utilize Alexandra Boulevard. The Master Association was formed for the purpose of establishing a legal entity to provide for the maintenance and upkeep (including repair and replacement) of certain common areas in, around and adjacent to Alexandra Boulevard and common surface water management facilities for the mutual benefit of the properties included herein and other certain facilities. Further, the Master Association shall provide for the maintenance and upkeep of certain areas in, around and adjacent to Hilton Road as shown on Plat Two, and for such other areas as hereafter provided.

SECTION III. MAINTENANCE

3.1 Association Property. The Master Association shall be responsible for the maintenance and upkeep (including repair and replacement) of the following:

a. The Surface Water or Stormwater Management Drainage System, as hereafter defined, for the Property, which system is generally located on Tracts A, B, C ; and D to be developed on the Property.

b. The landscaping, irrigation and street lighting (if any) for Alexandra Boulevard, together with Alexandra Boulevard notwithstanding that the same is a dedicated right-of-way, to the extent the Master Association reasonably determines the foregoing are not being maintained adequately by the City of Coconut Creek. The respective Tract owner or Sub-Association to which any of such responsibilities are assigned by this Declaration. The owners of the commercial Tracts shall only be responsible for that portion of the reasonable maintenance costs (excluding signage maintenance) of such improvements adjacent to their respective Tract(s) if not maintained adequately by the City of Coconut Creek. In the event the Master Association, the adjacent Tract owner, and the City of Coconut Creek fail to provide adequate maintenance for Alexandra Boulevard or the landscaping, irrigation and street lighting (if any) along the portions of Alexandra Boulevard adjacent to Tracts E, F, and G, or the Sub-Association reasonably determines that the Master Association has failed to perform any other maintenance obligation contained in the Declaration that affects any portion of Tracts A, B, or C, the Sub-Association may perform such maintenance and charge the cost thereof to the Master Association."

The properties referred in a and b above shall be referred to collectively as the "Association Property" notwithstanding that said properties may not be conveyed to the Master Association. It is specifically understood that the Master Association shall have no responsibility to maintain any landscaping or any features located within Tracts "A", "B" and "C" or in Tracts "D", "E", "F" and "G", nor any landscaping or other features of the entry ways from S.R. 7, Winston Park Boulevard or Alexandra Boulevard to any of said Tracts, other than as is set forth in this Declaration, but shall maintain the landscaping and irrigation for the three median strip areas along the portion of Alexandra Boulevard immediately east of S.R. 7 and

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street lighting, if any, along Alexandra Boulevard in and adjacent to these three median strip areas and along the portion of Hilton Road lying between Plat One and Plat Two."

3.2 Maintenance of Association Property. The Association is authorized to and shall either by virtue of the appointment of a person, firm, corporation or other real estate management agent, or through its own personnel, provide for the maintenance and repairs of the Association Property as the same now or hereafter exists.

SECTION IV. DRAINAGE

4.1 Definitions. "Surface Water or Stormwater Management System" means the system for the Property which has been permitted by South Florida Water Management District from time to time, and which system is designed and constructed or implemented to control discharges which are necessitated by rain-fall events, incorporation methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

4.2 Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System for the Property, which system is primarily located on Tracts A, B, C and D of the Property. The Association shall have no responsibility or obligation to maintain or repair (i) catch basins which collect surface water drainage from Alexandra Boulevard, (ii) any portion of a drainage system located on a Tract which collects surface water drainage for the purpose of discharging same into the Surface Water or Stormwater Management System, and (iii) catch basins located on a Tract and which are not part of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the South Florida Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or, if modified, as approved by the South Florida Management District.

The cost of the maintenance, operation and repair of the Surface Water or Stormwater Management System shall be set forth in the Associations budget and each Tract owner shall pay its prorate share (based on the percentage of each Tract owner's acreage to the total acreage of the Property) of assessments therefor. The Association shall solicit and receive bids for the performance of such work. Each Tract owner may bid to the Association to maintain, operate and repair the Surface Water Stormwater Management System. The estimated percentage of each Tract's share of such assessments is shown on Exhibit "A" attached hereto.

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4.3 Covenant for Maintenance Assessments. Subject to the provisions of Section 4.2 above, assessments to the Members of the Master Association shall be used for the maintenance and repair of the Surface Water or Stormwater Management system, including, but not limited to, work within retention areas, drainage structures and drainage easements.

4.4 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System as permitted from time to time by South Florida Water Management District and the City for access to operate, maintain or repair said System. Utilizing this easement, the Association shall have the right to enter upon any portion of any Tract located within the Plats which is a part of the Surface Water or Stormwater Management System at reasonable times and in a reasonable manner to operate, maintain or repair the Surface Water and Stormwater Management System as required by the South Florida Water Management District and the City of Coconut Creek. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over, under and through the lands which comprise the Surface Water or Stormwater Management System. There shall be no alteration of the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District.

4.5 General Provisions - Amendment. Any amendment to the Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

4.6 General Provisions - Enforcement. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relates to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

4.7 Swale Maintenance. If a drainage swale has been constructed upon any Tract for the purpose of managing and containing the flow of excess surface water, if any, found upon a Tract from time to time, and if such swale is not part of the Surface Water or Stormwater Management System, each Tract owner, including subdivision Lot owners and builders if a drainage swale is located on a subdivision lot, shall be responsible for the maintenance, operation and repair of the swale(s) on such Tract (or subdivision lot). Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the South Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or manmade phenomena, shall be

repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Tracts(s) or subdivision lot(s) upon which the drainage swale is located.

SECTION V. MEMBERSHIP AND VOTING RIGHTS

5.1 Composition of Master Association. The Master Association shall consist of any and all homeowners associations (the "Sub-Associations") established from time to time for the operation, preservation and maintenance of the lots developed on Tracts "A", "B" and "C" of the Property and the owners of the other Tracts for which no Sub-Association is to be created (Tracts "D", "E", "F" and "G"). One or more homeowners associations has been or is being incorporated contemporaneously herewith or hereafter and is (are) the Sub-Association(s) hereunder concerning Tracts "A", "B" and "C". Such homeowners association(s) will be represented by the owner of Tracts "A", "B" and "C" until incorporated.

5.2 Initial Board. The owner of Tracts "A", "B" and "C" (or the homeowners association(s) representing such Tracts when incorporated) shall appoint two members of the initial Board of Directors of the Master Association, and the Developer shall appoint one member of the initial Board of Directors of the Master Association. The initial Board of Directors of the Master Association shall be comprised as set forth above, and a majority vote by two directors shall be required to establish an act of the Board of Directors. The election of subsequent Boards shall be governed by the Articles of Incorporation and By-Laws of the Association.

SECTION VI. BUDGET

6.1 Initial Budget. The Board of Directors shall establish an initial budget for the Association.

6.2 Annual Budget. The Board of Directors shall establish on an annual basis a budget for the maintenance and upkeep for the Association Property. The Board of Directors may further establish such special expenditures as may from time to time be required. All assessments based on such annual budget shall be apportioned prorata among Tracts "A", "B", "C", "D", "E" and "F" as set forth on Exhibit "A" attached hereto and made a part hereof for all purposes. Notwithstanding anything to the contrary contained herein, the owners of Tracts "D", "E", "F" and "G" shall only be responsible for their respective portions of the Association budget for the Association's maintenance responsibilities under paragraphs 3.1a (on a prorata basis) and 3.1b above and their respective prorata shares of Association general administrative expenses. The budget for all other Association costs and expenses shall be the responsibility of the owners of Tracts "A", "B" and "C" (or the homeowners association(s) representing such Tracts when incorporated).

6.3 Budget Responsibilities. The above said initial budget, annual budgets and any special expenditures shall be furnished to the owners of Tracts "D", "E", "F" and "G" and to the

Sub-Associations affected hereunder and such amount shall be incorporated in the budgets of the respective Sub-Associations and collected from the unit or homeowners governed thereby and from the owners of Tracts "D", "E", "F" and "G" to the extent applicable. The respective Tract Owners and Sub-Associations shall remit quarterly to the Master Association the appropriate sums due. As the sale of subdivision lots in Tracts "A", "B" and "C" are closed to end-users, the Sub-Associations shall collect in advance the first quarter's assessment (prorated) and shall promptly remit same to the Master Association. As used in this paragraph, the term Sub-Association shall initially refer to and mean the homeowner's association(s) governing Tracts "A", "B" and "C" or the owner(s) thereof until such time as a homeowners association is incorporated to maintain such parcels, which parties shall be responsible for payments to the Association in accordance with said budgets or special expenditures approved by the Board of Directors. Notwithstanding anything contained herein to the contrary, the owner of Tract "D" shall only be responsible for its prorata share of the assessments(s) due under paragraphs 6.2 and 7.4 hereof.

6.4 Obligation for Payment of Assessments. The owner of each Tract within the Property, and the owner of any lot within a subdivision in a Tract, hereby covenants and agrees, and by acceptance of a deed to any portion of the Property, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association all budgeted and special assessments adopted from time to time by the Association's Board of Directors. Payment of assessments shall be due quarterly commencing January 1 of each year, provided, however, that if the initial budget is adopted for less than a calendar year, the first assessment shall be prorated through the end of the first quarter of the calendar year in which the initial budget is adopted and paid quarterly thereafter through the balance of the calendar year.

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SECTION VII. MISCELLANEOUS PROVISIONS

7.1 Landscape/Buffer Maintenance Along Alexandra Boulevard

Notwithstanding anything else contained in this Declaration to the contrary and notwithstanding the dedication of any portion of the Property to this Association, the owners of each Tract located within the boundaries of the Property or Sub-Association created for a Tract, if applicable, shall maintain at its own expense, those landscape/buffer areas and right(s)-of-way landscaping along Alexandra Boulevard and any other dedicated public right-of-way which are adjacent to such Tract(s) on a regular basis so that such landscaping/buffer areas and rights-of-ways appear to be and are well kept and maintained in accordance with standards promulgated from time to time by the Association.

7.2 Landscape/Buffer Maintenance Along Hilton Boulevard

Notwithstanding anything else contained in this Declaration to the contrary and notwithstanding the dedication of any portion of the Property to this Association, the owner of

Tracts "A" and "B" or the Sub-Association(s) created for each such Tract shall maintain at its own expense those landscape/buffer areas and rights-of-way along Hilton Road which are adjacent to such owner's Tract(s) or Tract(s) for which the Sub-Association is responsible, on such regular basis so as such landscape/buffer areas and rights-of-way appear well-kept and maintained.

7.3 Landscape / Buffer Along Tracts "D", "E", "F" and "G"

Notwithstanding anything else contained in this Declaration to the contrary and notwithstanding the dedication of any portion of the Property to this Association, the owner(s) of Tracts "D", "E", "F" and "G" shall be responsible for the creation, maintenance and repair of all landscape buffers contained on each Tract so owned.

7.4 Association Maintenance In Event Of Default

In the event any party fails to perform the obligation under paragraphs 7.1, 7.2, 7.3 or 7.5 herein after the provision of no less than fifteen (15) days written notice thereof, then the Association is empowered to enter onto the appropriate Tract(s) to effect all necessary maintenance actions and/or repairs and levy such assessment against the owner(s) of such Tract or the responsible Sub-Association as is necessary to compensate the Association for such work. The Association is hereby empowered to record in the Public Records of Broward County, Florida, a lien against the appropriate Tract(s) if any assessments described in the preceding sentence or in paragraphs 6.3 and 6.4 above are not timely paid, and thereafter to commence an action in the appropriate court to foreclose said lien and/or an action at law to collect the amounts unpaid to the Association; provided, however, that if a Sub-Association shall fail to pay the assessment attributable to such Sub-Association, the assessment shall be divided and apportioned into as many portions as there are lots within the Sub-Association and each such lot shall be liened for its divisible or apportioned share of the Sub-Association's assessment which portion per lot shall be determined by dividing the amount of the Sub-Association's assessment by the number of lots within the jurisdiction of the Sub-Association. The lien attributable to any lot within a Sub-Association which has failed to pay its assessment will be released by the payment of that lot's portion of the assessment, plus interest, court costs and attorneys' fees, as applicable. All unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum until paid, and the prevailing party in any action brought to collect the amount of the delinquent assessment, whether through foreclosure or otherwise, is entitled to recover its reasonable court costs and attorneys' fees, including attorneys' fees incurred in appellate proceedings. No lien for unpaid assessments shall accrue in favor of the Association until said lien has been recorded in the Public Records of Broward County, Florida. It is specifically provided that the lien of an unpaid assessment provided for herein shall be subordinate to the lien of any first mortgage in favor of an institutional lender. The sale or transfer of any Tract or subdivision lot within a Tract shall not affect the assessment lien, provided, however, the sale or transfer of any Tract or subdivision

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lot within a Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof (e.g., deed in lieu of foreclosure), shall extinguish the lien of such unpaid assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract or subdivision lot within a Tract from liability for any assessments thereafter becoming due. The term "institutional lender" as used herein shall mean and refer to state or federal banks, savings and loan association, credit unions, etc., whose ordinary course of business includes commercial and residential mortgage lending. Any unpaid assessment which cannot be collected as a lien against any Tract or subdivision lot located within a Tract by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Tracts and subdivision lots located within the Tracts subject to assessment.

7.5 Conformity with Signage and Lighting Standards

The Association is hereby empowered and responsible to oversee that the design and installation of signs on any portion of the Property not governed by Sub-Associations conform with all applicable regulations and ordinances of the City of Coconut Creek, including but not limited to Article III, Subdivision V, Regulations for the Use and Control of Signs, and the requirements for business and office zoning districts as applicable as specified by the City of Coconut Creek. The Association is hereby empowered and responsible to oversee that the design and installation of outside lighting on any portion of the Property not governed by the Sub-Associations conform with all applicable agreements, regulations and ordinances of the City of Coconut Creek, including but not limited to, Section 13-374 of the City Zoning Regulations. Signage for Tracts "A", "B", and "C" may be placed, at the discretion of the owner(s) of such Tracts or the Sub-Association formed by the owner(s) to represent such Tracts, within the areas designated on the drawings attached as Exhibit "B" to this Declaration. The maintenance of such signs shall be the obligation of the Sub-Association.

7.6 Landscape Buffer on Tract "G"

Notwithstanding any provision in this Declaration to the contrary, the Association shall be responsible for the maintenance and upkeep of the landscape buffer created on the east side of Parcel "G", adjacent to Parcel "C".

SECTION VII. GENERAL PROVISIONS

8.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Developer, the Association, the Sub-Associations, or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds

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(2/3rds) of such units as have then been subjected to this Declaration has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give Developer and/or the Association a cause of action in any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the prevailing party in any such litigation shall be entitled to recover reasonable costs and attorneys' fees incurred in connection with such litigation, including attorneys' fees incurred in appellate proceedings.

8.2 Notices. Any notice required to be delivered to any member or owner under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

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

8.4 Amendment. This Declaration may be amended at any time and from time to time upon the recordation in the Public Records of Broward County, Florida, of an instrument executed by a majority of the Association's Board of Directors. Notwithstanding anything else contained herein to the contrary, no amendment of this Declaration which increases the burden on Tracts "D", "E", "F" or "G" shall be effective against the owners of Tracts "D", "E", "F" or "G" absent the written consent of such owners to such amendment. For the purposes of this Section, an increase in the burden on said tracts shall include the creation of a new monetary obligation or an increase in the level of maintenance or upkeep of each of such Tracts.

8.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

8.6 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Broward County, Florida.

8.7 Remedy for Breach. The parties hereto, together with all unit or lot owners taking title to their respective property subject to the covenants and conditions hereof, acknowledge that, except for failure to pay an assessment when due, the Association, any Sub-Association, any lot owner or unit owner affected by this Declaration, Developer, or any affected homeowners association has no practical legal remedy against any owners association in breach hereof, and specifically covenants and agrees that this document is subject to specific performance in the Circuit Court of Broward County, Florida and may be enforced by any interested party as set forth herein.

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AMENDMENTS
TO
BY-LAWS

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A. The following section is added to Article I of the By-Laws:

"Section N. "Voting Interest" means the voting rights distributed to the Members pursuant to the terms of the Declaration, Articles of Incorporation, and these By-Laws."

B. The first sentence of Article III, Section A, of the Bylaws is amended to read:

"The first annual meeting of the Members shall be held on a date and time fixed by the Board of Directors which is no later than one (1) year after the date the Articles of Incorporation of the Association are filed with the Secretary of State, State of Florida."

C. The first sentence of Article III, Section D, of the Bylaws is amended to read:

"The presence, physically or by proxy, at the meeting thirty (30%) percent of the Voting Interests of the Members Entitled to vote shall constitute a quorum for any action, except as otherwise provided (1) in the Articles of Incorporation or (2) in the Declaration."

D. The second sentence of Article IV, Section A, of the Bylaws is amended to read:

"The number of directors may be changed to an odd number of directors, but not less than three (3) nor more than seven (7), by a vote of at least a majority of the Voting Interests of the Members at a regular or special meeting; provided, however, that commencing at the turnover of the Sub-Association governing Tracts "A", "B", and "C" to the Owners of residences within such Tracts, twenty-five (25%) percent of the total number of directors of the Association shall be elected solely by the Owners of Tracts "D", "E", "F", and "G"."

E. The first sentence of Article IV, Section B, of the Bylaws is amended to read:

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"Any director may be removed from the Board, with or without cause, by a vote of no less the sixty (60%) percent of the Voting Interests of the Members of the Association, accomplished by written notice of such removal delivered to the Secretary of the Association."

F. Article VI, Section A, of the Bylaws is amended to read:

"The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members at the same place as may be fixed for the annual meeting of the Members, upon at least forty-eight (48) hours advanced notice."

G. Subparagraph 5 of Section B of Article VII of the Bylaws is amended to read:

"procure and maintain:

- a. public liability insurance in an amount not less than \$1,000,000.00 insuring the Association, its Members, and the Association's managing agent, if any, against any liability for any negligent act of, commission or omission which occurs in or about the Association Property or for which the Association may be liable;
- b. fire and windstorm insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Association Property in such amounts as shall be determined by the Board;
- c. workers' compensation insurance;
- d. directors and officers liability insurance, fidelity insurance and such other insurance as it may deem proper to protect the entities and persons named in subparagraph "a" above; and
- e. flood insurance, if the Association Property is located in the area identified by the Secretary of Housing and Urban Development or the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area, in the lesser of the maximum amount available under

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the National Flood Insurance Program (NFIP), or the full replacement value of the Association Property, with deductibles not more than the lesser of \$5,000 or one (1%) percent of the coverage.

All insurance premiums for such coverage shall be paid for by the Association and assessed as Association common expenses. To the extent required by a first mortgage held by an institutional lender, it shall be named as an additional insured under such insurance policies."

H. The following sentence is added at the end of Section G of Article VIII of the Bylaws:

"Notwithstanding the foregoing, the signatures of any of the following two (2) individuals are satisfactory for check-signing purposes: an officer, director, or managing agent of the Association."

I. Article XIII, Section A, of the Bylaws is amended to read:

"These Bylaws may be amended prior to the turnover of the Sub-Association governing Tracts "A", "B", and "C" to the Owners of residences within such Tracts either (1) by majority action of the Board of Directors at a regular or special meeting thereof or by an action taken without a meeting, or (2) by a vote of no less than sixty (60%) percent of the Voting Interests who are present in person or by proxy at a regular or special meeting of the Members; and after such turnover of the Sub-Association, by a vote of no less than sixty (60%) percent of the Voting Interests of the Sub-Association representing the Owners of Tracts "A", "B", and "C" and fifty (50%) percent of the Voting Interests of the Owners of Tracts "D", "E", "F", and "G", who are present in person or by proxy at a regular or special meeting of the Members.

The undersigned have caused this instrument to be executed as of the date first written above.

[Signatures on the next page]

WITNESSES AS TO MR. CAMET & MR. DWORKIN:

[Signature]
Print Name: Rocky Rogua

Carol Watral
Print Name: Carol Watral

[Signature]
Eduardo A. Camet, Director

[Signature]
Jeffrey L. Dworkin, Director

WITNESSES AS TO MR. SMIGIEL:

[Signature]
Print Name: STEPHANIE WINSLOW

Kimberly Pero
Print Name: Kimberly Pero

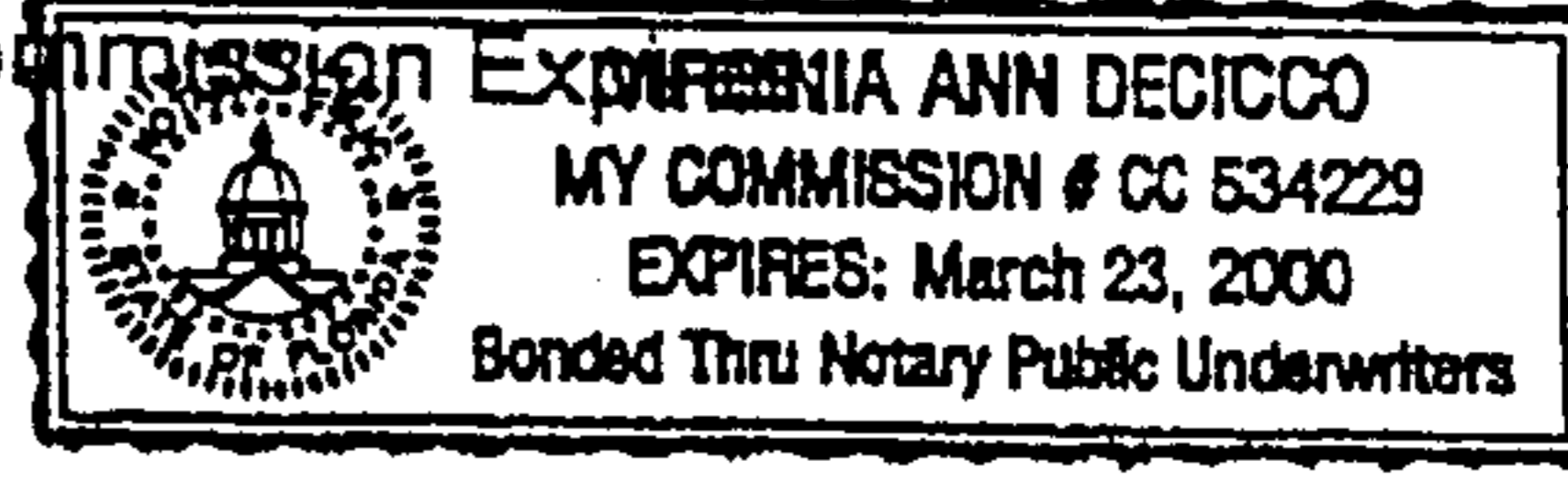
[Signature]
Gary Smigiel, Director

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STATE OF FLORIDA)
COUNTY OF BROWARD)§:

THE FOREGOING INSTRUMENT was acknowledged before me this 14 day of Oct, 1996, by Eduardo A. Camet and Jeffrey L. Dworkin, as Directors of INDIGO LAKES MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, who are personally known to me ~~or~~ as identification.

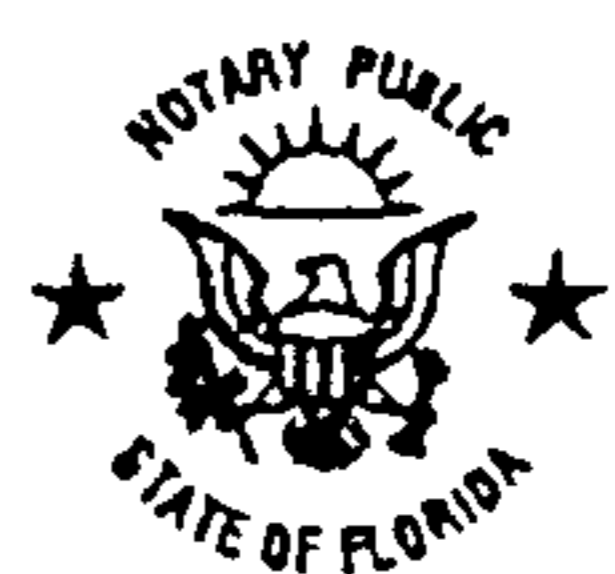
[Signature]
Notary Public
State of Florida at Large (SEAL)
My Commission Expires



STATE OF FLORIDA)
COUNTY OF Palm Beach)§:

THE FOREGOING INSTRUMENT was acknowledged before me this 21 day of October, 1996, by Gary Smigiel, as Director of INDIGO LAKES MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, who is personally known to me ~~or~~ as identification.

[Signature]
Printed Name of Notary
State of Florida at Large (SEAL)
My Commission Expires:



LORI J SCHWAB
My Commission CC389696
Expires Jun. 30, 1998
Bonded by HAI
800-422-1555

EXHIBIT "A"
TO THE
AMENDED AND RESTATED
MASTER DECLARATION
(INDIGO LAKES)

PERCENTAGE SHARE OF ASSOCIATION ASSESSMENTS SUBJECT TO PROVISIONS
OF MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

<u>TRACTS</u>	<u>PERCENTAGE SHARE</u>
A	19.81 %
B	27.24 %
C	19.00 %
D	19.35 %
E	1.70 %
F	1.79 %
G	11.11 %

EX 25586PG0113

EXHIBIT "B"
TO THE
AMENDED AND RESTATED
MASTER DECLARATION
(INDIGO LAKES)

DRAWINGS FOR SUB-ASSOCIATION SIGNAGE ATTACHED
(Consists of the attached five pages)

OK 25586PG0114

LEGAL DESCRIPTION:

A PARCEL OF LAND FOR SIGN EASEMENT PURPOSES AND BEING A PORTION OF TRACT 81, BLOCK 86, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 81, BLOCK 86, PALM BEACH FARMS CO. PLAT NO. 3; THENCE SOUTH 01°03'46" EAST, ALONG THE WESTERLY LINE OF SAID TRACT 81, A DISTANCE OF 158.75 FEET; THENCE NORTH 88°56'14" EAST, DEPARTING SAID WESTERLY LINE OF TRACT 81, A DISTANCE OF 35.76 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 7 ACCORDING TO OFFICIAL RECORD BOOK 4369, PAGE 216, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT "I-1" AS SHOWN ON THE PROPOSED WILES/BUTLER PLAT ONE (TO BE RECORDED); THENCE SOUTH 45°59'39" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT "I-1", A DISTANCE OF 7.07 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 00°59'39" WEST, DEPARTING SAID NORTHERLY LINE OF TRACT "I-1", A DISTANCE OF 20.00 FEET; THENCE NORTH 89°00'21" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 00°59'39" EAST, A DISTANCE OF 17.50 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 7.50 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY, 11.78 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", TO A POINT ON A LINE NON-TANGENT TO AFORESAID CURVE; THENCE SOUTH 00°59'39" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°00'21" WEST, A DISTANCE OF 22.50 FEET, TO A POINT ON THE PREVIOUSLY DESCRIBED NORTHERLY LINE OF TRACT "I-1"; THENCE NORTH 45°59'39" WEST, ALONG SAID NORTHERLY LINE OF TRACT "I-1", A DISTANCE OF 28.28 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,325 SQUARE FEET MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) THIS INSTRUMENT NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL ALONG WITH SURVEYOR'S SIGNATURE.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF TRACT 81, BLOCK 86, AS SHOWN HEREON, HAVING A BEARING OF SOUTH 01°03'46" EAST.
- 3) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.

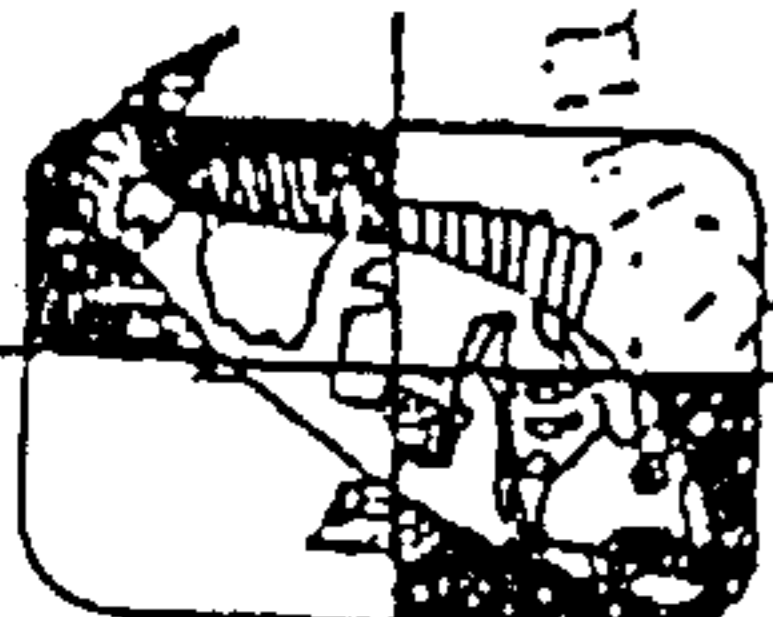
CERTIFICATION:

HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, APPLICABLE TO LEGAL DESCRIPTIONS, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

W.L. FISH & COMPANY, INC.

BY: *Wayne Larry Fish*
WAYNE LARRY FISH
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA STATE REG. NO 3238

BR 25586PG0115



W.L. FISH & COMPANY, INC.
SURVEYORS & PLANNERS

105 S. NARCISSUS AVE., SUITE 802
WEST PALM BEACH, FLORIDA 33401
(407)833-6001 FAX: (407)859-6745

DESCRIPTION SKETCH FOR:
SIGN EASEMENT PARCEL ON PROPOSED
TRACT "G", WILES/BUTLER PLAT ONE
WILES BUTLER FARM, COCONUT CREEK, FLORIDA

DRAWN: LA TOUR DATE: 10/09/95 SHEET
CHECKED: W.L. FISH JOB# 95-05R-R1 NO. 1 OF 2

STATE ROAD NO. 7 (U.S. 441)

EASTERLY R/W LINE OF STATE ROAD NO. 7
(PER O.R.B. 6082, PG. 312, B.C.R.)

TRACT 80

TRACT 81

NORTH LINE TRACT 81,
BLOCK 86

POINT OF COMMENCEMENT
NORTHWEST CORNER OF TRACT 81, BLOCK 86,

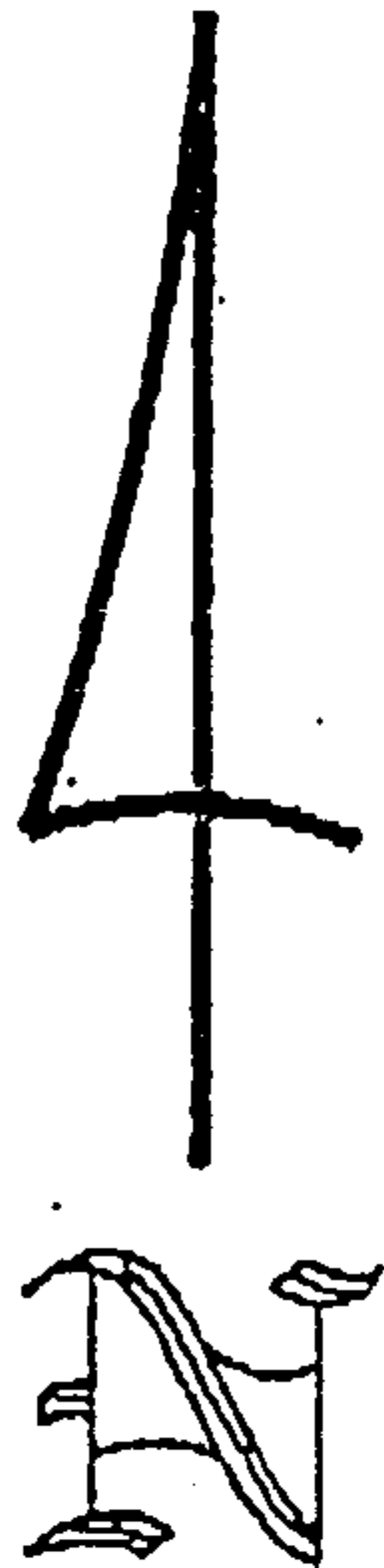
WESTERLY LINE OF TRACT 81, BLOCK 86

TRACT 81 S.01°03'46"E. 158.75'

EASTERLY R/W LINE OF STATE
ROAD NO. 7. (PER O.R.B. 4369,
PG. 216, B.C.R.)

N.00°59'39"W.

PROPOSED TRACT "G"
WILES/BUTLER PLAT ONE
(TO BE RECORDED)



SCALE: 1"=30'

PROPOSED 12' UTILITY EASEMENT

PROPOSED 25' LANDSCAPE
BUFFER EASEMENT

NORTHERLY LINE OF PROPOSED TRACT "I-1"

PROPOSED 20' LANDSCAPE
BUFFER EASEMENT

R=7.50'
D=90°00'00"
A=11.78'

PROPOSED 10'
UTILITY EASEMENT

NORTHWEST CORNER
OF TRACT "I-1"

N.88°56'14"E. 35.76'
S.45°59'39"E. 7.07'

N.00°59'39"W. 20.00'

5'
35.00'
N.89°00'21"E.

S.00°59'39"E. 17.50'

20.00'

4.52'

4.52'

4.52'

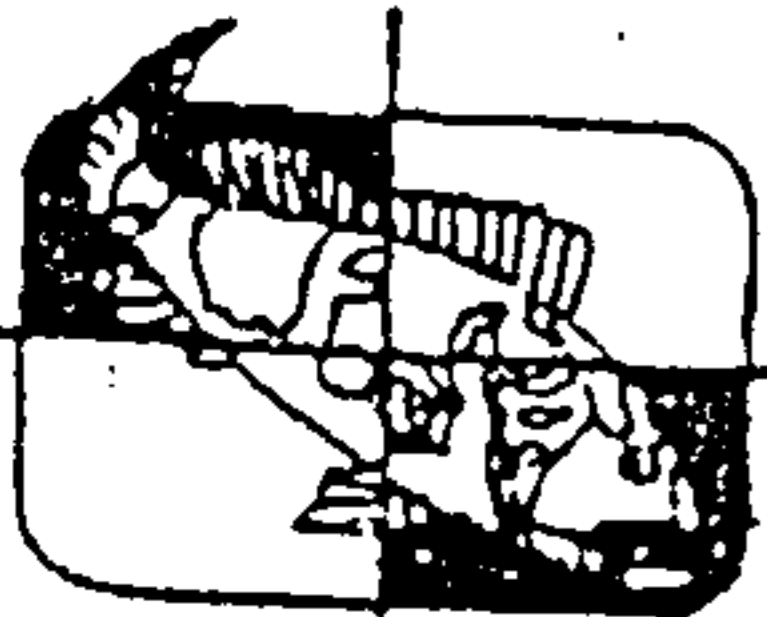
4.52'

4.52'

4.52'

4.52'

POINT OF BEGINNING
PROPOSED TRACT "I-1"
ALEXANDRA BLVD.



W.L. FISH & COMPANY
SURVEYORS & PLANNERS

106 S. NARCISSUS AVE., SUITE 802
WEST PALM BEACH, FLORIDA 33401
(407)833-5001 FAX (407)850-8745

DESCRIPTION SKETCH FOR:
SIGN EASEMENT PARCEL ON PROPOSED
TRACT "G", WILES/BUTLER PLAT ONE
WILES BUTLER FARM, COCONUT CREEK, FLORIDA
DRAWN: LA TOUR DATE: 10/09/95 SHEET

BK 25586 PG 0116

LEGAL DESCRIPTION:

A PARCEL OF LAND FOR SIGN EASEMENT PURPOSES AND BEING A PORTION OF TRACT 80, BLOCK 86, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 80, BLOCK 86, PALM BEACH FARMS CO. PLAT NO. 3; THENCE NORTH 01°03'46" WEST, ALONG THE WESTERLY LINE OF SAID TRACT 80, A DISTANCE OF 604.05 FEET; THENCE NORTH 88°56'14" EAST, DEPARTING SAID WESTERLY LINE OF TRACT 80, A DISTANCE OF 50.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 7 ACCORDING TO OFFICIAL RECORD BOOK 6082, PAGE 312, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT "H" (ADDITIONAL RIGHT-OF-WAY FOR WINSTON PARK BOULEVARD) AS SHOWN ON THE PROPOSED WILES/BUTLER PLAT ONE TO BE RECORDED); THENCE NORTH 44°16'26" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "H", A DISTANCE OF 7.03 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 44°16'26" EAST, CONTINUING ALONG SAID SOUTHEASTERLY LINE OF TRACT "H", A DISTANCE OF 28.62 FEET; THENCE NORTH 89°36'38" EAST, DEPARTING SAID SOUTHEASTERLY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°23'22" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°36'38" WEST, A DISTANCE OF 12.53 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 7.50 FEET; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY, 11.87 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°40'25", TO A POINT OF TANGENCY; THENCE SOUTH 01°03'46" EAST, A DISTANCE OF 12.53 FEET; THENCE SOUTH 88°56'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°03'46" WEST, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,015 SQUARE FEET MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

NOTES:

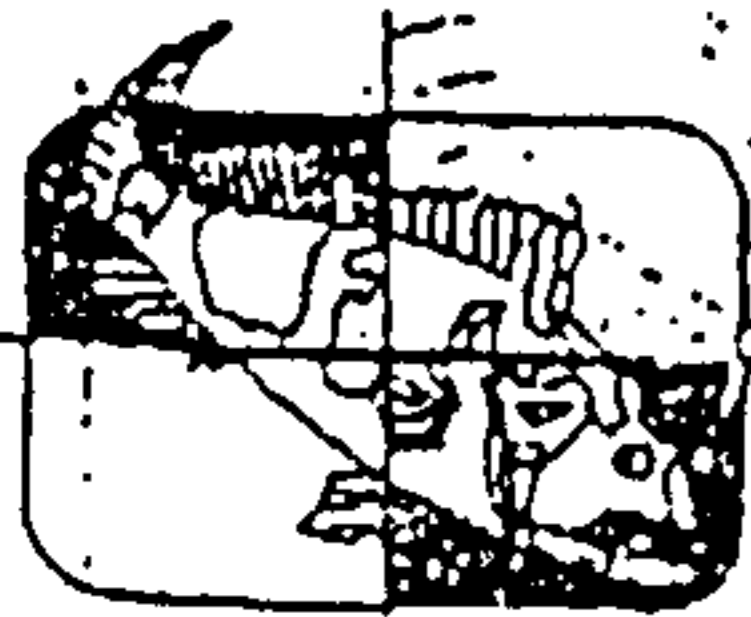
- 1) THIS INSTRUMENT NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL ALONG WITH SURVEYOR'S SIGNATURE.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF TRACT 80, BLOCK 86, AS SHOWN HEREON, HAVING A BEARING OF NORTH 01°03'46" WEST.
- 3) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.

CERTIFICATION:

HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, APPLICABLE TO LEGAL DESCRIPTIONS, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

W.L. FISH & COMPANY, INC.

BY: *Wayne Larry Fish*
WAYNE LARRY FISH
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA STATE REG. NO 3238



W.L. FISH & COMPANY, INC.
SURVEYORS & PLANNERS

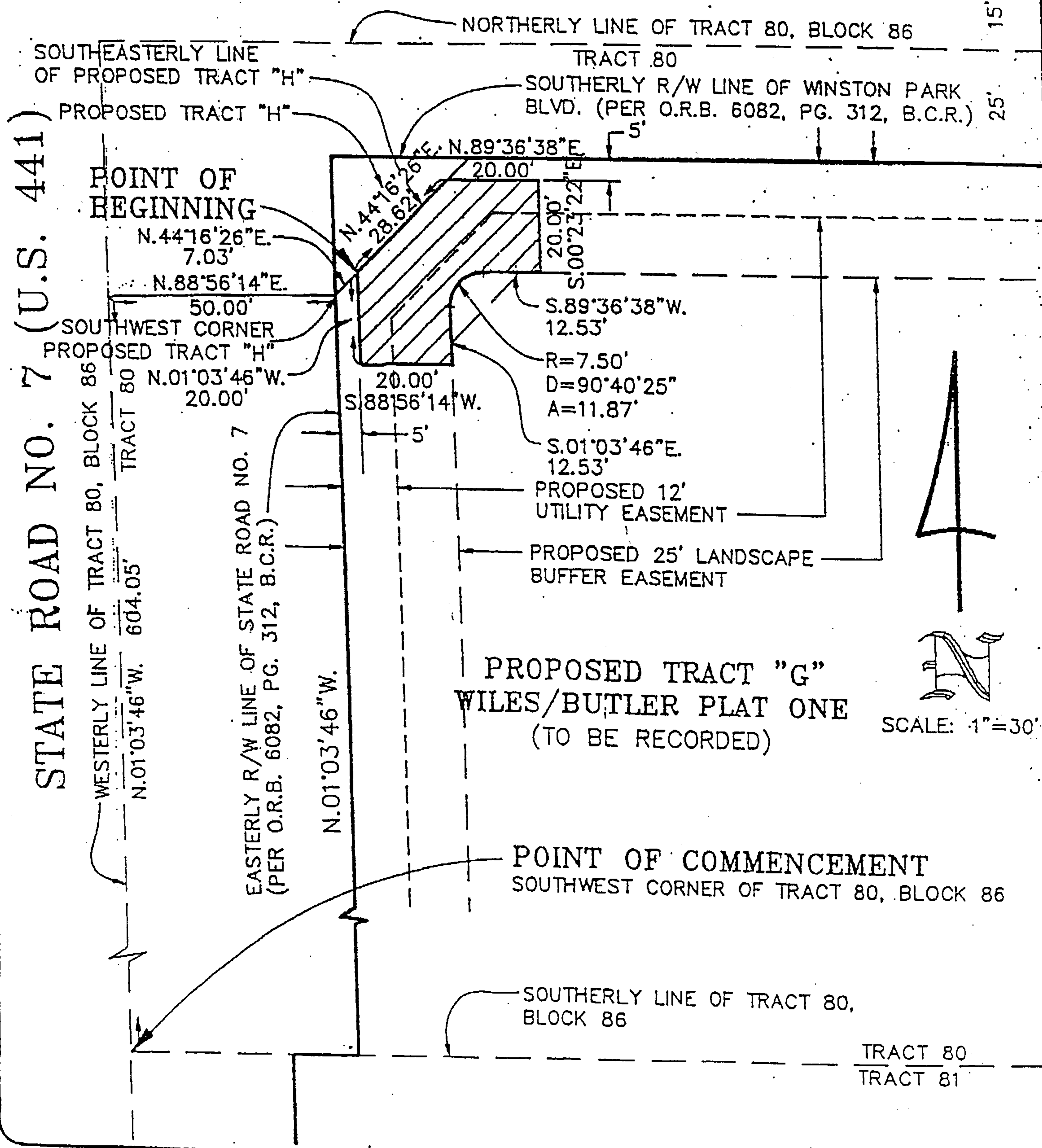
105 S. NARCISSUS AVE., SUITE 602
WEST PALM BEACH, FLORIDA 33401
(407)833-5001 FAX: (407)858-8745

DESCRIPTION SKETCH FOR:
SIGN EASEMENT PARCEL ON PROPOSED
TRACT "G", WILES/BUTLER PLAT ONE
WILES BUTLER FARM, COCONUT CREEK, FLORIDA

DRAWN: LA TOUR	DATE: 10/09/95	SHEET
CHECKED: W.L. FISH	JOB# 95-058-80	NO. 1 OF 2

DK 25586PG0117

WINSTON PARK BLVD.



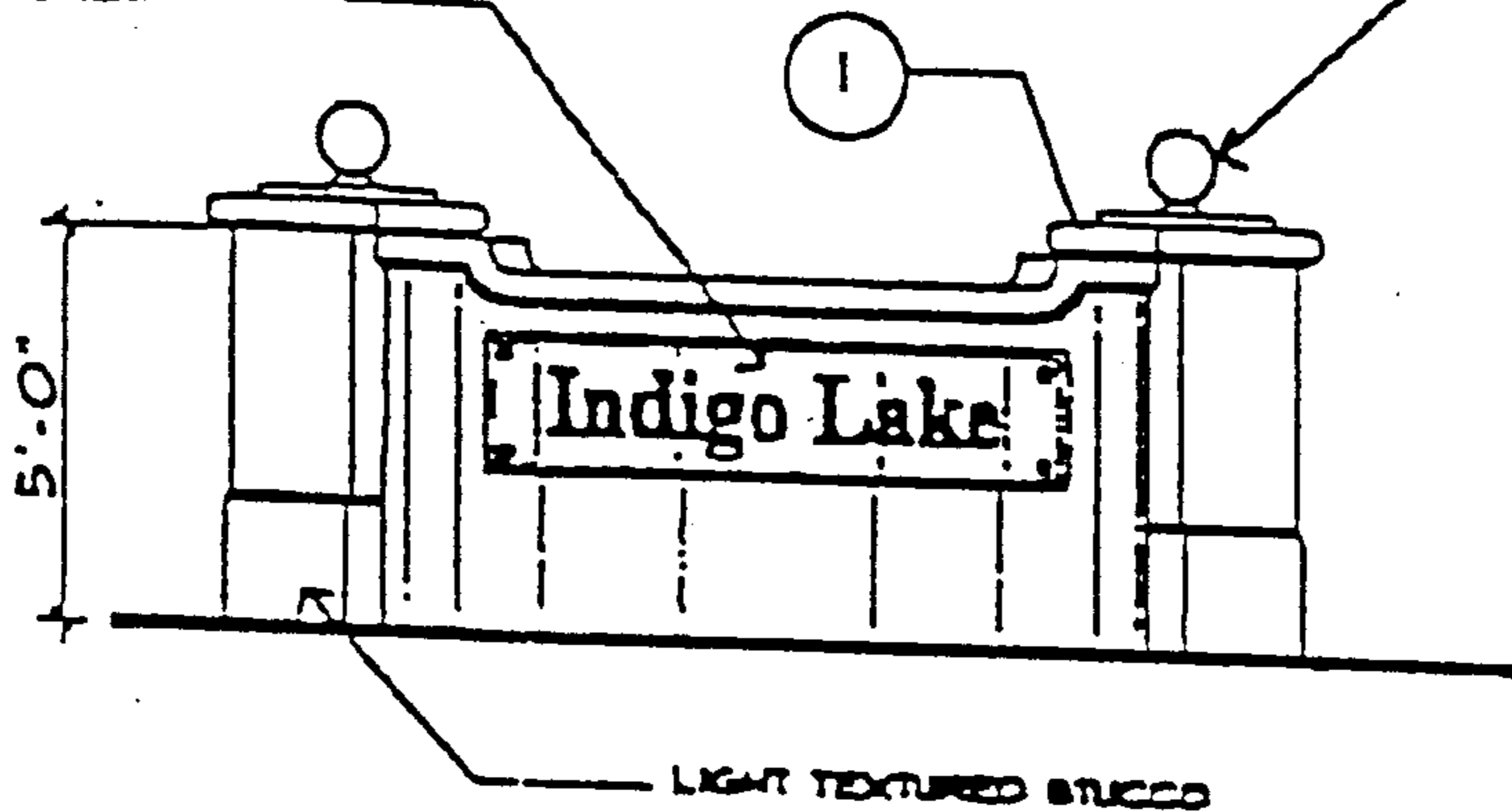
W.L. FISH & COMPANY!
 SURVEYORS & PLANNERS

105 S. MARCELLUS AVE., SUITE 802
 WEST PALM BEACH, FLORIDA 33401
 (407)833-5001 FAX: (407)850-0710

DESCRIPTION SKETCH FOR:
 SIGN EASEMENT PARCEL ON PROPOSED
 TRACT "G", WILES/BUTLER PLAT ONE
 WILES BUTLER FARM, COCONUT CREEK, FLORIDA
 DRAWN: LA TOUR DATE: 10/09/05

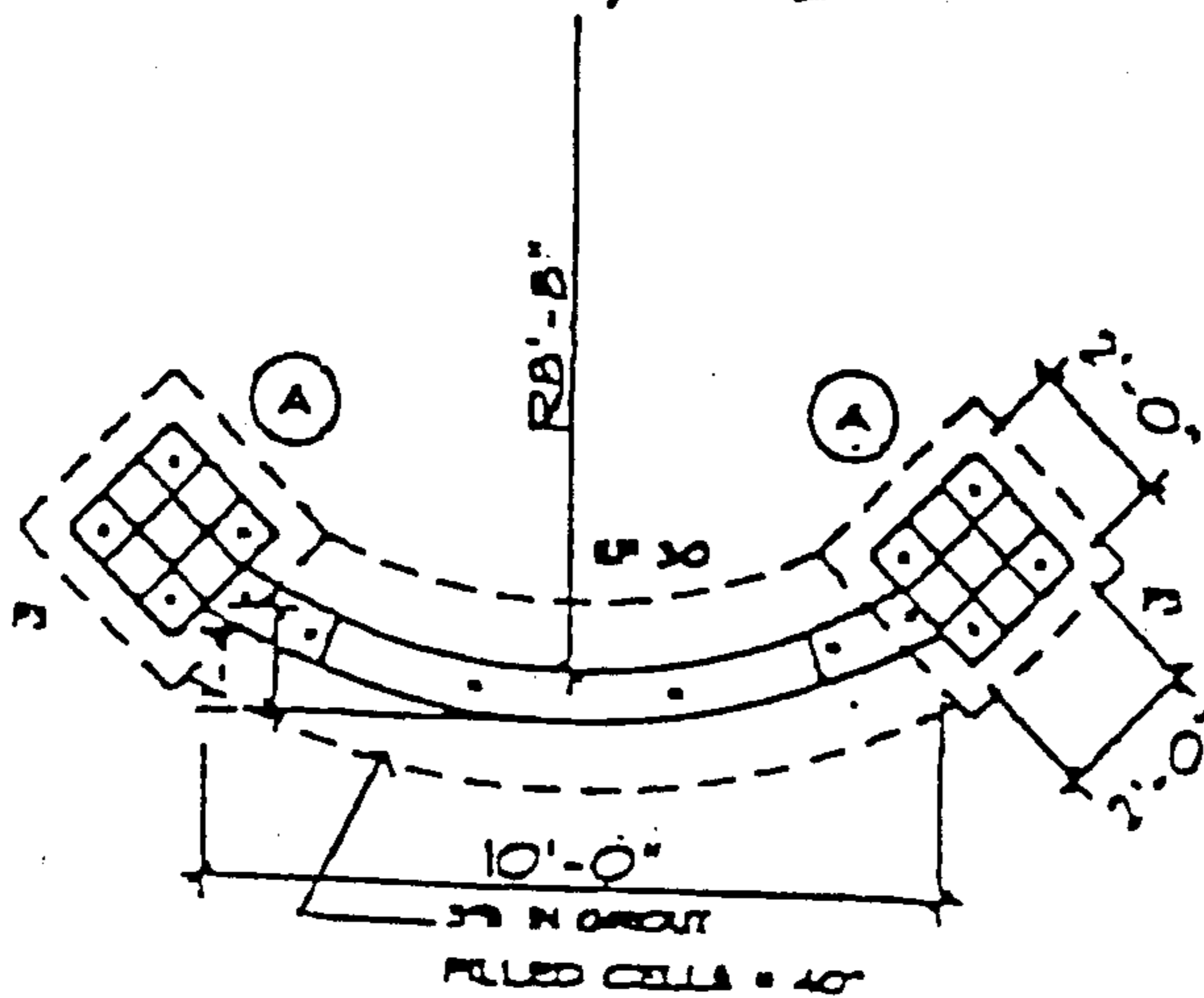
MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

ALUFOR PLASTIC SIGN WITH
1" HIGH TYPED ROMAN LETTERS
FOUNTR SMALL BRIGHT SHOP
DUES WITH METHOD OF INSTALLATION
FOR ARCHITECT'S REVIEW



8" • DECORATIVE PRECAST
CONC SPHERE / PRECAST
CONC FTR SMALL BRIGHT
SHOP DUES FOR
ARCHITECT'S REVIEW

ELEVATION 1/4"
DETAIL "G-1", "G-2"



FLOOR PLAN 1/4"
DETAIL "G-1", "G-2"

DK 25586PG0119