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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

JASMINE TERRACE

Record and return to/
This instrument prepared by:
Lawrence K. Judd, Esquire
901 S.E. 17th Street, Suite 206
Fort Lauderdale, Florida 33316

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

JASMINE TERRACE

THIS DECLARATION, is made this 26th day of September, 2006, by EDEWAARD DEVELOPMENT COMPANY, LLC, a Florida limited liability company, whose post office address is 103 N.W. 2nd Avenue, Ft. Lauderdale, Florida 33311, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property, situate, lying and being in Broward County, Florida, to-wit:

Lots 12 and 13, Block 239, PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Broward County, Florida.

hereinafter sometimes referred to as the "Property"; and

WHEREAS, Declarant intends to construct on the Property a total of five (5) townhome dwelling units and other improvements in substantial conformance with site plan attached hereto as Exhibit "A"; and;

WHEREAS, each dwelling unit shall be conveyed as a separate, fee simple parcel; and

WHEREAS, in order to develop and maintain the residential townhome project, and to preserve, protect, and enhance the values and amenities thereof, it is necessary to declare, commit, and subject the Property and each of the townhome units constructed thereon to covenants, conditions, restrictions and easements and to delegate and assign to the homeowner's association identified below certain powers and duties of ownership, administration, management, operation, maintenance, and enforcement, all as set forth and provided in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property and the improvements thereon shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in a townhome unit constructed thereon, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.1 "Articles" shall mean and refer to the articles of incorporation of the homeowners association which are or shall be filed with the Secretary of State of the State of Florida, a copy of which is attached hereto as Exhibit "B", as such Articles may be amended from time to time.

1.2 "Association" shall mean and refer to Jasmine Terrace Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, formed or to be formed by Declarant.

1.3 "Board" shall mean and refer to the Board of Directors of the Association.

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association, which have been adopted by the Board, a copy of which is attached as Exhibit "C", as such By-Laws may be amended from time to time.

1.5 "Common Area" shall mean and refer to all real property within the Community, but excluding the property comprising the five (5) townhome units, which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, including, regardless of whether title has been conveyed to the Association: (a) real property the use of which is dedicated to the Association or its members by a recorded plat; or (b) real property committed by the Declaration to be leased or conveyed to the Association. NOTE: It is anticipated that there will be no Common Area owned or leased by the Association in the initial development of the Property.

1.6 "Common Expenses" shall mean and refer to the expenses of the Association for which an Owner may be assessed, which if not paid, can result in a lien against the Owner's Unit.

1.7 "Community" shall mean and refer to the property and improvements comprising the Jasmine Terrace townhome development that is subject to this Declaration.

1.8 "Declarant" shall mean and refer to Edewaard Development Company, LLC, a Florida limited liability company. In the event Declarant's First Mortgagee, if any, or its successors and/or assigns, acquires title to the Property by foreclosure or deed in lieu of foreclosure, the First Mortgagee may elect to become Declarant by written election recorded in the Public Records of Broward County, Florida; regardless of the exercise of such election, the First Mortgagee may appoint as Declarant any third party who acquires title to all or any portion of the Property, by written assignment recorded in the Public Records of Broward County, Florida.

1.9 "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Easements for Jasmine Terrace, and any amendments hereto.

1.10 "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a Lender generally recognized in the community as an institutional Lender.

1.11 "Member" shall mean every unit owner that is a member of the Association, and may include, but is not limited to, a unit owner or an association representing unit owners or a combination thereof.

1.12 "Unit" shall mean and refer to any one or more of the five (5) townhome parcels of real property within the Community, together with all improvements constructed thereon, which is capable of separate conveyance. The Units are legally described on Exhibit "D" attached hereto.

1.14 "Owner" shall mean and refer to the record owner of legal title to a Unit.

ARTICLE II EASEMENTS

The following declared easements shall be appurtenant to, and shall pass with, the fee simple title to the affected Units within the Community:

2.1 Pedestrian Access and Utility Easement. A nonexclusive pedestrian access and utility easement in favor of each of the Unit Owners is hereby granted and established over and across the Northernmost (rear) five feet (5 ft), Easternmost (side) five feet (5 ft), and Southernmost (front) five feet (5 ft) of the Property, as more particularly described on Exhibit "E" attached hereto, said easement being for the use and benefit of the Unit Owners. This easement is established in accordance with the requirements of Section 47-18.33.B.5 of the Unified Land Development Regulations of

the City of Fort Lauderdale, Florida.

2.2 Public Sidewalk Easement. An easement for public sidewalk is hereby granted and established over and across the Southernmost and Westernmost five feet (5 ft) of the Property, as more particularly described on Exhibit "F" attached hereto.

2.3 Existing Easements. Nothing contained in this Declaration shall be deemed to affect any existing easements, including, but not limited to, easements for utilities, drainage, ingress and egress, or reservations which have been placed of record prior to the recording hereof.

2.4 Easement of Encroachment. There shall be reciprocal appurtenant easements of encroachment between each Unit and the adjacent Unit(s) due to the unwillful placement or settling or shifting of improvements constructed thereon. Provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, an Owner's tenant, or the Association.

2.5 Right of Association to Enter Units. There shall be an easement in favor of the Association to enter upon the Common Area, if any, or the Units for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair.

2.6 Future Dedications. The Declarant reserves the right to dedicate, grant or convey any portion of the Community owned by it, or any easement therein, to any governmental or quasi-governmental agency, or private or public utility company, subject to acceptance of same, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any Unit, and thereafter the right shall be solely vested in the Association.

ARTICLE III PARTY WALLS

3.1 General Rules of Law to Apply. Any wall which is constructed as a part of the original townhome improvements and placed on the dividing line between two or more Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

3.2 Sharing of Repair and Maintenance. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

3.3 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

3.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

3.5 Easements for Party Walls. All party walls shall be subject to easements or encroachments, which now exist or hereafter exist; said encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

ARTICLE IV THE ASSOCIATION

4.1 General. The Association has been organized to the extent set forth in this Declaration to, among other things, preserve the beauty and value of the properties comprising the Jasmine Terrace townhome community, to own Common Area property, if necessary, and to perform such duties and services as provided for in the Articles and Bylaws of the Association or in this Declaration. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, and the Bylaws.

4.2 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit shall be a member of the Association.

4.3 Classes of Membership. Membership in the Association will be divided into two classes as follows:

- (a) Class A members will be all Owners (other than Declarant, as long as Class B membership exists owning Units.
- (b) The Class B member will be the Declarant.

Class A memberships will be appurtenant to ownership of a Unit and may not be separated from such ownership. Class B membership will not be so appurtenant, but will remain with Declarant or its assigns as herein provided regardless of the conveyance of Units to others. The Class B membership will terminate upon the earlier of: (i) the termination of the Class B membership by Declarant in written notice to the Association, or (ii) such time when Declarant and all entities controlled

by Declarant own none of the Units.

4.4 Voting Rights. Until Class B membership is terminated, the Class B member shall have sole voting rights in the Association and the Class A members will have no voting rights except as provided in the Articles and Bylaws. No notice of any meeting of the Association will be required to be given to the Class A members until the termination of the Class B membership. After termination of the Class B membership, each Class A member will have full voting rights on all matters to come before the Association as provided in the Articles and Bylaws. Class A members shall be entitled to one vote for each Unit owned. Where there is more than one owner of a Unit, all such owners shall be members. The vote for such Unit shall be exercised as said owners determine, but in no event shall more than one vote be cast with respect to any Unit.

4.5 Transition of Association Control. Notwithstanding anything to the contrary contained in this Article IV, the Members, other than the Declarant, shall be entitled to elect at least a majority of the members of the Board, but not sooner than three (3) months after all of the Units have been conveyed to Members other than Declarant. If Declarant relinquished control of the Association at an earlier date, Declarant (i) shall be entitled to elect at least one member of the Board as long as Declarant holds for sale in the ordinary course of business at least one (1) Unit, and (ii) may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

ARTICLE V MAINTENANCE AND INSURANCE OBLIGATIONS

5.1 By the Association. The Association shall be responsible for the performance of and the expenses for the following:

(a) Administration, operation and management of the Association, including without limitation, the expense of prosecuting or defending any lawful charge for or against the Association or the Common Area property, if any, and any expense of charge to or assessment by the Association as provided for in this Declaration, the Articles of incorporation or the Bylaws.

(b) Taxes and/or insurance upon, and maintenance, repair, and replacement of Common Area property owned or leased by the Association, if any.

(c) Maintenance, repair and replacement of the roof surface coverings; maintenance, cleaning and painting of the finished, outside wall surfaces of the building improvements comprising the townhome dwelling units.

(d) Utility service(s) serving or otherwise benefiting all of the Units under a single meter (e.g. green area irrigation).

(e) Compliance with such rules and regulations promulgated by the Broward County Department of Planning and Environmental Protection (BCDPEP) – Surface Water Management Division pertaining to the on-site drainage of the Property.

(f) Proviso. The Association shall not be responsible for the performance of or the expenses of the repairs and/or replacement of any damage to any of the foregoing, which damage was caused by the willful or negligent act or failure to act on the part of an Owner or their family member, tenant, guest, licensee or invitee. The Association may, however, in its sole discretion, cause such damage to be repaired, and may assess the responsible Owner for the expense of the repair.

Notwithstanding the above responsibilities of the Association, the Association shall not be liable to an Owner for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

Except as set forth in 5.1(f) above, the expenses of performing the Association's obligations and duties outlined above are Common Expenses, and shall be assessed to the Members of the Association as hereinafter provided.

5.2 By the Owner. Except as set forth in paragraph 5.1 above, every Owner shall be responsible for the performance of and the expenses of the following:

(a) Maintenance, repair, and replacement of his or her Unit, together with the improvements thereon, including without limitation, any and all fixtures and improvements attached thereto, including but not limited to (i) the townhome unit interior, including but not limited to the party wall, of the townhome unit; (ii) landscaping, sprinkler system and/or other improvements contained within the open yard area of a Unit; (iii) the exterior doors, windows, window awnings, and storm shutters of the townhome improvement.

(b) All utility services serving a Unit and improvements thereon, including without limitation, water, sewer, bulk rate cable and/or community antenna, and telephone.

(c) Pest control and termite fumigation.

(d) Maintaining policies of hazard insurance and, if required, flood insurance covering the Unit and improvements thereon in an amount equal to 100% of the

current replacement cost of the improvements. Such policy or policies shall name the Association as an additional insured, subject, however, to the prior rights of any Institutional Mortgagee. Every Owner shall be required to furnish the Association with proof of such coverage.

5.3 Owner's Failure to Maintain or Insure. In the event an Owner shall fail to either maintain or insure his or her Unit in the manner provided above, and shall continue to fail to do so for a period of ten (10) days after a written request by the Association to so maintain or insure such Unit, the Association shall have the right, but not the duty, to either (i) enter upon such Unit and perform any maintenance or act which should have been performed by the Owner or (ii) procure such policies of insurance on the Unit and improvements thereon deemed necessary by the Association. Any expense incurred by the Association in connection with such performance shall be immediately due and owing from the Owner and shall constitute an assessment against the Unit on which either maintenance was performed or insurance obtained, collectible in a lump sum and secured by a lien against the Unit as provided in paragraph 6.6(c) below.

ARTICLE VI ASSOCIATION EXPENSES, ASSESSMENTS, AND LIENS

6.1 Creation of Lien and Personal Obligation for Assessments. All assessments provided for in this Article VI (the "Assessments"), together with interest and costs of collection when delinquent, will be a charge on the land and will be a continuing lien on the Unit against which the Assessments are made, and also will be the personal obligation of the person or entity who was the owner of such Unit when the Assessments were levied. Except as otherwise provided in this Declaration, each Unit will share equally in all Assessments, it being the intent hereof that the Owners will be responsible for their proportionate share of all Assessments, with each Unit's share being a sum equal to one-fifth (1/5th) of the total amount of any Annual or Special Assessment, but excluding Units that are exempt from such Assessments by the terms hereof. Each Owner, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. No diminution or abatement of any Assessments will be allowed by reason of any alleged failure of the Association to perform some function required of it, or by reason of any alleged negligent or wrongful acts of the Association or their officers, agents, and employees; the obligation to pay assessments is a separate and independent covenant by each Owner. Written notice of the Annual Assessment and of Special Assessments shall be sent to the Owners by the Association.

6.2 Annual General Assessment. Except as otherwise provided herein, each Unit is subject to Annual General Assessments by the Association for the Common Expenses described in paragraph 5.1 above and for such other expenses incurred by the Association in connection with the performance of its duties and obligations set forth in this Declaration. Each such Annual General Assessment will be assessed for and will cover a calendar year. Except as further described in this provision, the Board by a majority vote will set the Annual General Assessments in an amount sufficient to meet the Association's obligations. The Board will set the date or dates that Assessments shall become due. Assessments will be collected monthly, provided however, the Board may provide for collection of Assessments in quarterly, semi-annual, or annual installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the Assessment may be accelerated at the option of the Board and be declared due and payable in full. The Annual General Assessment provided for herein will commence on the first day of the month next following the date of conveyance (the "Commencement Date") of a Unit to a third-party Owner.

6.3 Special Assessments. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four (4) succeeding years for the purpose of (i) funding any shortfall in the amount collected in the Annual General Assessments, or (ii) defraying the cost, in whole or in part, of any construction, reconstruction, repair, or replacement of a capital improvement, provided, however, that prior to becoming effective, any Special Assessment shall first be approved by majority of the voting Members of the Association who vote in person or by proxy at a meeting duly called for this purpose.

6.4 Declarant Not Obligated for Assessments. Units owned by Declarant will be exempt from all Assessments, provided that Declarant funds any deficit in operating expenses (exclusive of reserves). Declarant may, at any time, from time to time, commence paying such Assessments as to Units that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time, and from time to time, elect again to fund deficits as aforesaid. When all Units are sold and conveyed to owners other than Declarant, Declarant shall not have further liability of any kind to the Association for the payment of assessments or deficits.

6.5 Assessments on Account of Real Property Taxes. In the event the county tax assessor assesses more than one Unit and/or the Common Area property, if any, as a single, taxable parcel, the Association may, but will not be obligated to, pay the real property taxes for said taxed parcel, whereupon each Unit comprising the taxed parcel will be assessed an amount equal to a sum determined by dividing the taxes assessed on the taxed parcel by the number of Units comprising the taxed parcel.

Such Assessment shall be paid by the Owner(s) to the Association no later than seven (7) days after evidence of payment of the taxes is sent to each affected Owner. If the Assessment is not so paid, the defaulting Owner shall pay interest on the amount due at the then highest lawful rate until paid. Failure of an Owner to pay the Assessment will be deemed for enforcement purposes as a failure to pay any other Assessment permitted by this Declaration.

6.6 Effect of Nonpayment of Assessment; Remedies of the Association.

(a) Interest. Any Assessments not paid within ten (10) days after the due date shall bear interest at the highest lawful rate.

(b) Late Payment Penalty. In addition to its other remedies provided herein for nonpayment of Assessments, the Association may impose a late charge, in an amount to be set by the Board, for Assessments not received by the Association by the tenth (10th) day of the Month in which the Assessment is due.

(c) Lien. All Assessments against any Unit pursuant to this Declaration, together with such interest thereon, late payment penalty, and cost of collection thereof (including reasonable attorneys' fees, whether suit is filed or not), shall become a lien on the Unit effective upon recording a Claim of Lien against such Unit by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Unit, or both. Costs and reasonable attorneys' fees (through appeal if necessary) incurred in any such action shall be awarded to the prevailing party. The lien provided for in this paragraph shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Unit foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

(d) Owner's Obligations. Each Owner, by acquisition of an interest in a Unit, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt, and to enforce the aforesaid by all methods available for the enforcement of such liens, including a foreclosure action brought in the name of the Association in like manner as a mortgage foreclosure action, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for these Assessments by either abandoning the Unit or by waiver of the use and enjoyment of the Common Area property.

(e) Subordination of Lien to Mortgages. The lien of the Association provided for herein shall be inferior and subordinate to the lien of a mortgage held by an Institutional Mortgagee now or hereafter placed on any Unit subject to assessment as long as such mortgage lien is recorded before any Claim of Lien filed by the

Association. Sale or transfer of any Unit shall not affect the assessment lien; however, the sale or transfer of any Unit pursuant to foreclosure of such mortgage to an Institutional Mortgagee shall extinguish the lien of such Assessment as to payments that become due before such sale or transfer. Such unpaid share of Assessments shall, however, be deemed to be a Common Expense, collectible from all Owners, including the transferee, and transferee's grantees, heirs, successors and assigns, of the Institutional Mortgagee, as transferor.

6.7 Certificate of Payment. The Treasurer of the Association, or other officer designated by the Board, upon demand by any Owner liable for Assessments, shall furnish to such Owner a certificate in writing signed by such Treasurer setting forth whether the Assessments against that Owner's Unit have been paid in full to date.

6.8 Funds Held by Association. All sums collected by the Association from Assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board. Such funds may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions.

6.9 Budget. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and to fund reserves.

ARTICLE VII USE RESTRICTIONS AND COVENANTS

7.1 Residential Use Only. No Unit shall be used for any purpose other than as a single family residence. No commercial activity, trade or business shall be conducted in or upon any Unit, except as may be permitted by local ordinance and approved by the Association.

7.2 No Other Structure on Units or Common Area. No outbuilding, portable building, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Unit or Common Area property adjacent to any Unit for storage or otherwise without the prior written consent of the Association.

7.4 Architectural Control. No exterior building, fence, wall, screened-in enclosure, structure or other exterior improvement shall be commenced, erected or maintained by any Owner upon any Unit, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Association, which approval shall not be unreasonably withheld. In the event the Association fails to approve or disapprove the plans and

specifications submitted to it within thirty (30) days after receipt of the same, the Board's approval will not be required and this paragraph will be deemed to have been fully complied with.

7.5 Trash Facilities. No garbage, trash, or refuse shall be deposited, dumped, or kept on any portion of a Unit except in closed containers, or other sanitary garbage collection facilities. All containers, and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate on the grounds of a Unit. Each Owner is responsible for the maintenance and care of his Unit's trash receptacle and shall bear all costs of rubbish removal. All receptacles must be stored within the closed in perimeter of the Unit.

7.6 Vehicles and Parking. Vehicles, including but not limited to automobiles, vans, trucks, boats, trailers, campers, recreational vehicles, beach buggies, motorcycles or vans of any kind, shall be parked only within the Owner's garage or driveway area, except, however, no vehicle shall be parked in a manner which would interfere with the ingress or egress to an adjoining Unit. Any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations may be towed by the Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle, except if blocking access, in which case said vehicle may be towed immediately.

7.7 Garages. Garages must at all times remain available for inside parking of a vehicle(s); in no event may a garage be permanently enclosed or converted into living or other space that would frustrate that intended purpose.

7.8 Antennas. Satellite dishes, antennae, and aerials attached to the exterior of any Unit are to be affixed in the least visually obtrusive manner reasonably practical.

7.9 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or within any Unit, except that dogs, cats, and other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose and if they do not cause an unreasonable nuisance or annoyance to other Owners. In no event, however, may more than two (2) dogs or two (2) cats be kept on or within any Unit.

7.10 Nuisance. No nuisance shall be allowed upon any Unit or the Common Area property, if any, nor any use or practice which is a source of annoyance to or interferes with the peaceful possession and enjoyment of the Owners or their tenants, guests, and invitees.

7.11 Signs. No signs of any kind shall be permitted to be displayed on any portion of a Unit or townhome improvement thereon, including but not limited to exterior walls and windows, fences, perimeter walls, except signs placed by the Declarant or declarant's agent.

7.12 Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit or portion of the Common Area property, if any, and all laws, zoning ordinances, and regulations of all controlling governmental agencies and bodies shall be strictly observed.

7.13 Rules and Regulations. Reasonable rules and regulations concerning the use of the Units or townhome improvements thereon and/or Common Area property and improvements thereon, if any, may be made and amended from time to time by the Association in the manner provided for in its Articles and Bylaws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners upon request.

7.14 No Waiver. In the event the Declarant, the Association, or any other person having authority to do so, grants any Owner permission to deviate from these restrictions, or grants any approval as provided therein, or fails to enforce any violation of these restrictions, such action or inaction shall not be deemed to prohibit the Declarant, the Association, the Board, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other Owners, nor shall any such actions be deemed a waiver of any of the restrictions contained herein, as the same may be applied in the future.

7.15 Construction and Sale of Units. Notwithstanding anything contained herein to the contrary, the restrictions contained in this Article shall not be deemed to prohibit or restrict the Declarant from participating in those activities associated with the development of the townhome Community or the sale of Units located therein to the public.

7.16 Leases. No portion of a Unit, other than the entire Unit, may be rented. Any lease of a Unit must have the prior written approval of the Association. If the Association fails to give its written approval of a proposed lease within ten (10) days from its receipt of the same, then in that event, the lease shall be deemed approved by the Association. The lease agreement shall contain the provision that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, or the Rules and Regulations governing the Community. No Unit may be leased more than one time per year and no lease shall be approved for a term of less than six (6) months. No assigning or subleasing shall be allowed without the

Association's prior written consent. The Association may charge a fee in connection with lease approval. Owners will be jointly and severally liable with their tenants to the Association for any expense for repairs or to pay any claims for injury or damage caused by the willful act or negligence of the tenant. The provisions of this paragraph shall not be deemed to prohibit or restrict leasing of Units owned by Declarant.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of the Declarant, the Association, the Owners, and 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 be automatically extended for successive periods of ten (10) years each unless at least one (1) year before the termination of such 50-year time or each such 10-year extension, as the case may be, there is recorded in the Public Records of Broward County, Florida, an instrument agreeing to terminate this Declaration signed by a majority of all Owners and Institutional Mortgagees, upon which event this Declaration shall be terminated on the expiration of the 50-year term or the 10-year extension during which such instrument was recorded. CAVEAT: Notwithstanding anything herein to the contrary, the pedestrian access and utility easements required by the Unified Land Development Regulations of the City of Fort Lauderdale, Florida, referenced in paragraph 2.1 of Article II, above, shall survive termination of the Declaration unless the City's Zoning Administrator provides express written consent for the termination of said pedestrian or utility easements, which such written consent shall be in recordable form and shall only be given if termination of the pedestrian or utility easements are in accordance with the applicable zoning regulations of the City of Fort Lauderdale.

8.2 Compliance and Enforcement.

(a) Compliance. The Association and every Owner and their tenants, guests, and invitees are governed by, and must comply with, this Declaration, the Articles and Bylaws of the Association, and all rules and regulations which from time to time may be adopted by the Board (the "Governing Documents").

(b) Enforcement. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with any of the Governing Documents may be brought by the Declarant, the Association, by any Owner, or by any Institutional Mortgagee against (i) the Association; (ii) a Owner; (iii) any director or officer of the Association who willfully and knowingly fails to comply with the Governing Documents; and (iv) any Owner's tenants, guests, or invitees occupying a Unit or using the Common Area

property.

(c) Fines. In addition to all other remedies, in the sole discretion of the Board, the Association may levy reasonable fines, as provided for in the By-Laws, against any Member, tenant, guest, or invitee, for violation of any of the provisions contained in either this Declaration, the Articles, the By-Laws or the rules and regulations adopted by the Association. Any such fine may not be imposed, however, without notice of at least fourteen (14) days to the person or entity sought to be fined and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The foregoing requirement of committee prior approval of proposed fines do not apply to the imposition of fines or late payment penalties upon any Owner because of the failure of the Owner to pay assessments or other charges when due.

(d) No Waiver. The failure by any party to enforce any provision contained in the Governing Documents shall in no event be deemed a waiver of such provision or of the right of such party to thereafter enforce such provision.

(e) Attorneys' Fees and Costs. In connection with any arbitration or litigation arising out of this Declaration, the prevailing party to the arbitration and/or litigation shall be entitled to recover all costs incurred including attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and postjudgment proceedings.

8.3 Amendment.

(a) The Declaration may be amended by the Declarant alone at any time prior to the conveyance of the first Unit. The Declaration may be amended by the Declarant alone after the date of conveyance of the first Unit provided only that (i) the Declarant owns one or more Units; (ii) Declarant has not relinquished control of the Association; and (iii) such amendment has no material adverse effect upon either the Unit(s) already conveyed by Declarant prior to such amendment or any property right of the Owner(s) of such prior conveyed Unit(s). After Declarant relinquishes control of the Association, the Declaration may be amended only by approval of a majority vote of the Unit Owners. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Public Records of Broward County, Florida. The provisions of this Declaration which are for the benefit of Institutional Mortgagees may not be amended without the consent of said Institutional Mortgagees. Notwithstanding anything contained in the Declaration to the contrary, any amendment to the Declaration, Articles of Incorporation or Bylaws of the Association, requires the express written consent of the Declarant's First

Mortgagee, its successors and/or assigns.

(b) Notwithstanding anything herein to the contrary, with respect to such pedestrian and/or utility easements, if any, required by the Unified Land Development Regulations of the City of Fort Lauderdale, Florida, and referenced in Article II hereinabove, this Declaration may not be amended, modified or repealed without the express written consent of the City of Fort Lauderdale Zoning Administrator, which such express written consent shall be in recorded form and which consent shall only be given in the proposed amendment, modification or repeal in accordance with the applicable zoning regulations of the City of Fort Lauderdale.

8.4 Liability. The Declarant, or the Association, or their assigns or nominees shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration.

8.5 Assignment of Declarant's Rights. The rights of the Declarant under this Declaration, the Articles of Incorporation, the Bylaws, may be assigned any number of times, in whole or in part, on the exclusive or non-exclusive basis by written instruments recorded in the Public Records of Broward County, Florida. Notwithstanding anything contained in the Declaration to the contrary, so long as Declarant's First Mortgagee, if any, holds a mortgage to any portion of the Property, the assignment of Declarant's rights, in whole or in part, on an exclusive or nonexclusive basis, requires the express written consent of the Declarant's First Mortgagee. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant except as same may be expressly assumed by the subsequent Declarant.

8.6 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

8.7 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

8.8 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 26 day of September, 2006.

EDEWAARD DEVELOPMENT COMPANY, LLC.

C. Craig Edewaard
C. Craig Edewaard, Member-Manager

Lawrence K. Judd
Witness: Lawrence K. Judd

Angela Sanchez
Witness: Angela Sanchez

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of September, 2006, by C. Craig Edewaard, as Member-Manager of EDEWAARD DEVELOPMENT COMPANY, LLC, a Florida limited liability company, on behalf of the company. C. Craig Edewaard is personally known to me or produced _____ as identification.



Lawrence K. Judd
My Commission DD274608
Expires February 16, 2008

Lawrence K. Judd
Notary Public, State of Florida
My commission expires:

PROPOSED 5 UNIT FEE SIMPLE TOWNHOUSES
3 STORY - 3 BEDROOMS - 2 1/2 - 3 BATH RM, EA

Legal Description:
 PARCELS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SITE DATA:

DESCRIPTION	AREA	% OF SITE
SITE AREA	3,899 ACRES	100.00 %
BLDG. FOOTPRINT	3,176.1	81.20 %
PAVED VLA	1,411.51	36.21 %
WALKS	1,738.00	44.57 %
LANDSCAPE	497.49	12.53 %
	1,738.00	44.57 %

SET BACKS

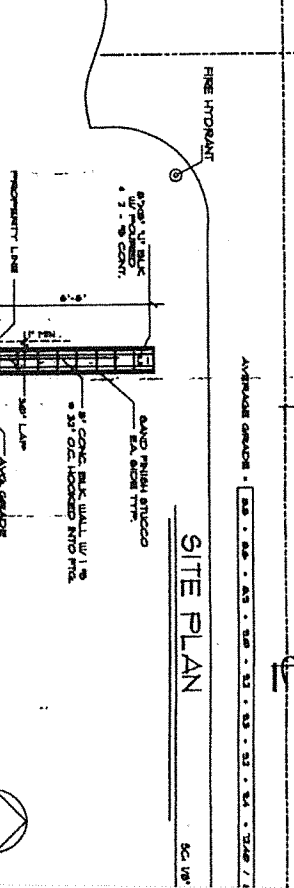
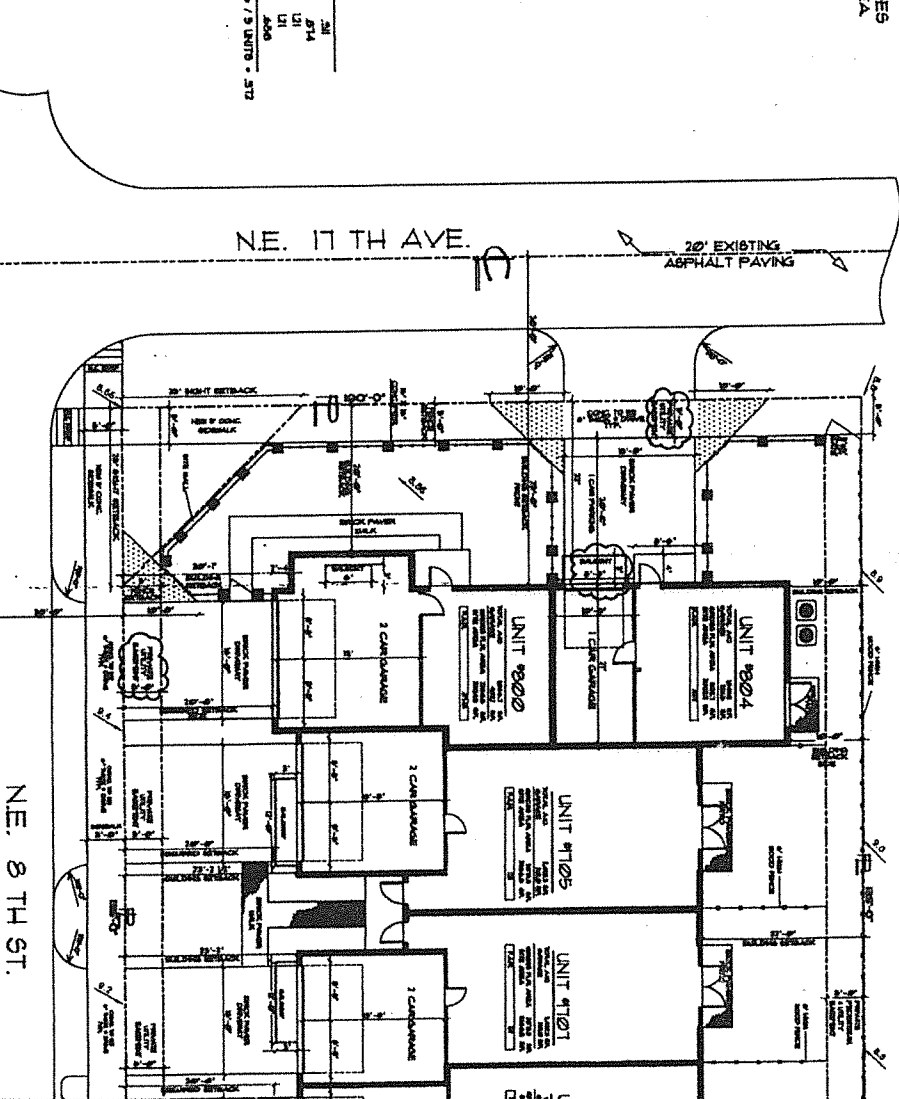
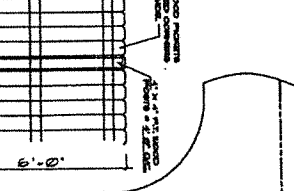
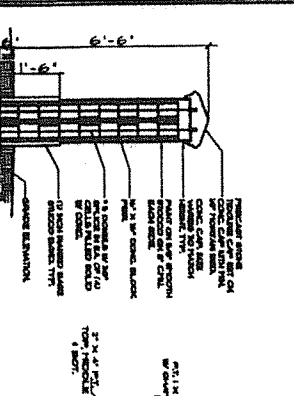
RETRACTOR	REAR	FRONT	FRONT
FRONT	25'	25'	25'
REAR	25'	25'	25'
REAR	25'	25'	25'

SITE AREA PER UNIT:

UNIT	AREA	FAIR PER UNIT
UNIT 0604	2,050.00	317
UNIT 0605	2,050.00	317
UNIT 0606	2,050.00	317
UNIT 0607	2,050.00	317
UNIT 0608	2,050.00	317
UNIT 0609	2,050.00	317
UNIT 0610	2,050.00	317
UNIT 0611	2,050.00	317
UNIT 0612	2,050.00	317
UNIT 0613	2,050.00	317
UNIT 0614	2,050.00	317
UNIT 0615	2,050.00	317
UNIT 0616	2,050.00	317
UNIT 0617	2,050.00	317
UNIT 0618	2,050.00	317
UNIT 0619	2,050.00	317
UNIT 0620	2,050.00	317
UNIT 0621	2,050.00	317
UNIT 0622	2,050.00	317
UNIT 0623	2,050.00	317
UNIT 0624	2,050.00	317
UNIT 0625	2,050.00	317
UNIT 0626	2,050.00	317
UNIT 0627	2,050.00	317
UNIT 0628	2,050.00	317
UNIT 0629	2,050.00	317
UNIT 0630	2,050.00	317
UNIT 0631	2,050.00	317
UNIT 0632	2,050.00	317
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UNIT 0634	2,050.00	317
UNIT 0635	2,050.00	317
UNIT 0636	2,050.00	317
UNIT 0637	2,050.00	317
UNIT 0638	2,050.00	317
UNIT 0639	2,050.00	317
UNIT 0640	2,050.00	317
UNIT 0641	2,050.00	317
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UNIT 0664	2,050.00	317
UNIT 0665	2,050.00	317
UNIT 0666	2,050.00	317
UNIT 0667	2,050.00	317
UNIT 0668	2,050.00	317
UNIT 0669	2,050.00	317
UNIT 0670	2,050.00	317
UNIT 0671	2,050.00	317
UNIT 0672	2,050.00	317
UNIT 0673	2,050.00	317
UNIT 0674	2,050.00	317
UNIT 0675	2,050.00	317
UNIT 0676	2,050.00	317
UNIT 0677	2,050.00	317
UNIT 0678	2,050.00	317
UNIT 0679	2,050.00	317
UNIT 0680	2,050.00	317
UNIT 0681	2,050.00	317
UNIT 0682	2,050.00	317
UNIT 0683	2,050.00	317
UNIT 0684	2,050.00	317
UNIT 0685	2,050.00	317
UNIT 0686	2,050.00	317
UNIT 0687	2,050.00	317
UNIT 0688	2,050.00	317
UNIT 0689	2,050.00	317
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UNIT 0692	2,050.00	317
UNIT 0693	2,050.00	317
UNIT 0694	2,050.00	317
UNIT 0695	2,050.00	317
UNIT 0696	2,050.00	317
UNIT 0697	2,050.00	317
UNIT 0698	2,050.00	317
UNIT 0699	2,050.00	317
UNIT 0700	2,050.00	317

DENSITY CALCULATION:
 ALLOWED: 28.00 UNITS PER ACRE
 28.00 ACRES X 28 = 784 UNITS
 PROPOSED: 5.00 UNITS
 5 UNITS / 28.00 ACRES = 0.179 UNITS PER ACRE
 PARKING: 100 / 5 UNITS = 20 PER UNIT
 PROPOSED: 100 / 5 UNITS = 20 PER UNIT

OCCUPANCY GROUP: R-3
 CONSTRUCTION TYPE: VII - PROTECTED.



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of JASMINE TERRACE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on August 22, 2006, as shown by the records of this office.

The document number of this corporation is N06000008865.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-second day of August, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

EXHIBIT "B"

COPY

ARTICLES OF INCORPORATION

FILED

OF

06 AUG 22 PM 1:25

JASMINE TERRACE HOMEOWNERS ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(A Florida Corporation Not-For-Profit)

The undersigned incorporator, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopts these Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is JASMINE TERRACE HOMEOWNERS ASSOCIATION, INC., hereinafter the "Association".

ARTICLE II - ADDRESS

The initial address of the Association is 103 N.W. 2nd Avenue, Ft. Lauderdale, Florida 33311.

ARTICLE III - PURPOSES

The purposes for which the Association is formed are (a) to provide the entity responsible for administering and enforcing the Declaration of Covenants, Restrictions and Easements for Jasmine Terrace (the "Declaration"), recorded in the Public Records of Broward County, Florida, and (b) to operate and maintain the common area property, if any, which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members regardless of whether title to the same has been conveyed to the Association.

ARTICLE IV - DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V - POWERS AND DUTIES

In furtherance of its purposes, the Association shall have the powers and duties, expressed or implied, existing under these Articles, the By-Laws adopted by the Association (the "Bylaws"), the Declaration, or as otherwise provided by statute or law.

ARTICLE VI - MEMBERSHIP

The members of the Association (the "Members") shall consist of each and every record owner of a town home unit within the Community; membership shall be appurtenant to and may not be separated from ownership of a town home unit. Transfer of membership in the Association shall be in the manner provided by in the Bylaws.

ARTICLE VII - BOARD OF DIRECTORS

7.1 The affairs of the Association will be managed by a Board of Directors consisting of not less than three (3) Directors. The initial members of the Board of Directors shall serve until the first annual meeting of the Members. So long as Declarant shall have a right to appoint all of the Board of Directors, Directors need not be Members of the Association and need not be residents of the Community; thereafter, Directors shall be Members of the Association, except for those who are appointed by the Declarant.

7.2 The first annual meeting of the Members shall be at the call of the Declarant. At the first annual meeting of the Members, an election (or appointment, as the case may be) of the three (3) members of the Board of Directors shall be held. Election shall be in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

7.3 The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected and have qualified, are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
C. Craig Edewaard	103 N.W. 2 nd Avenue Ft. Lauderdale, FL 33311
Richard Cusmano	103 N.W. 2 nd Avenue Ft. Lauderdale, FL 33311
Cabot Edewaard	103 N.W. 2 nd Avenue Ft. Lauderdale, FL 33311

ARTICLE VIII - OFFICERS

8.1 The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board at its first meeting and following each annual meeting of the Members and they shall serve at the Board's pleasure. The Bylaws may provide for the removal of officers, the filing of vacancies and the duties of the officers. The names and addresses of the initial officers who shall serve until their successors are duly elected and qualified are:

President: C. Craig Edewaard
103 N.W. 2nd Avenue
Ft. Lauderdale, FL 33311

Secretary/
Treasurer: Richard Cusmano
103 N.W. 2nd Avenue
Ft. Lauderdale, FL 33311

ARTICLE IX - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal 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 at the time such expenses are incurred. However, said indemnification will not apply if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest 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 X - BYLAWS

The first Bylaws of the Association shall be adopted by the members of the Board of Directors designated herein. Thereafter, the Bylaws may be altered, amended or rescinded by the directors and Members in the manner provided in the Bylaws. There shall be no change to the Bylaws, however, which shall abridge, amend or alter the rights of any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

ARTICLE XI - AMENDMENTS

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

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

11.2 Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the Members. Such notice shall set out in full the proposed amended article, section, subsection or paragraph of a subsection.

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

11.4 An Amendment to these Articles of Incorporation may be made, without a meeting, by a written statement signed by all Members eligible to vote in lieu of the above procedure.

11.5 The Articles shall not be amended in any manner which shall prejudice the rights of any institutional mortgagee without the prior written consent of such institutional mortgagee.

ARTICLE XII - DURATION

The Association shall exist perpetually.


ARTICLE XIII - INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent for the Association is C. Craig Edewaard, 103 N.W. 2nd Avenue, Ft. Lauderdale, Florida 33311.

ARTICLE XIV - INCORPORATOR

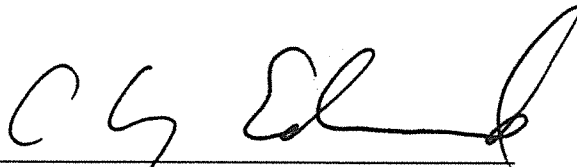
The name and address of the incorporator of these Articles of Incorporation is C. Craig Edewaard, 103 N.W. 2nd Avenue, Ft. Lauderdale, Florida 33311.

IN WITNESS WHEREOF, the undersigned incorporator has affixed his signature to these Articles of Incorporation this 18th day of August, 2006.


C. Craig Edewaard, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for Jasmine Terrace Homeowners Association, Inc. at the place designated in this certificate, I am familiar with and hereby accept the appointment as registered agent and agree to act in that capacity.


C. Craig Edewaard

Date: August 18, 2006

FILED
06 AUG 22 PM 1:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS
OF
JASMINE TERRACE HOMEOWNERS ASSOCIATION, INC.

(A Florida Corporation Not-For-Profit)

ARTICLE I
IDENTITY AND PRINCIPAL OFFICE

The name of the corporation is **JASMINE TERRACE HOMEOWNERS ASSOCIATION, INC.**, a corporation not-for-profit under the laws of the State of Florida (hereinafter the "Association"). The principal office of the Association shall be located at 103 N.W. 2nd Avenue, Ft. Lauderdale, Florida 33311, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

2.1 "Association" shall mean and refer to **JASMINE TERRACE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, its successors and assigns.

2.2 "Board" shall mean and refer to the Board of Directors of the Association.

2.3 "Common Expenses" shall mean and refer to the expenses of the Association for which an Owner may be assessed, which if not paid can result in a lien against the Owner's Parcel.

2.4 "Community" shall mean and refer to the Jasmine Terrace town home property described in and subject to the Declaration, referred to therein sometimes as either the "Property" or the "Community."

2.5 "Declarant" shall mean and refer to EDEWAARD DEVELOPMENT COMPANY, LLC, a Florida limited liability company, whose post office address is 103 N.W. 2nd Avenue, Ft. Lauderdale, Florida 33311.

2.6 "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions and Easements, and any amendments thereto, for Jasmine Terrace, written in the nature of covenants running with the land which subjects the land comprising the Community to the jurisdiction and control of the Association in which the owners of the Parcels, or their association representatives, must be members.

2.7 "Member" shall mean every Owner that is a member of the Association, and may include, but is not limited to, a Parcel Owner or an association representing parcel owners or a combination thereof.

EXHIBIT "C"

2.8 "Parcel" shall mean and refer to any one of the town home properties within the Community which is capable of separate conveyance.

2.9 "Owner" shall mean and refer to the record owner of legal title to a Parcel.

2.10 "Unit" shall mean and include any one of the town home dwelling improvements constructed on a Parcel within the Community.

ARTICLE III MEMBERSHIP

3.1 Membership. The membership of the Association shall be limited to the Owners within the Community. Membership is automatically conferred upon acquisition of the fee simple interest to any Parcel. Membership is an incident of ownership and is not separately transferable.

3.2 Transfer of Membership. Membership in the Association shall be transferred as an appurtenance to the transfer of the fee simple interest in any Parcel and shall become effective upon the recording of a deed or other instrument establishing a record title to a Parcel in the Public Records of Broward County, Florida.

3.3 Member Roster. The Association shall maintain a roster of the names and mailing addresses of Owners, which shall likewise constitute the roster of Members. Each Member shall furnish to the Association a copy of the recorded deed or other instrument establishing a record title to the Member's Parcel.

ARTICLE IV MEETINGS OF MEMBERS; QUORUMS; PROXIES

4.1 Meetings of Members. All meetings of the Corporation shall be held at such time and place as shall be stated in the notice thereof.

A. Annual Meetings. The annual Members' meetings shall be held at the office of the Association at 7:00 P.M., or at such other place and time of day as the Board may elect in its discretion, on each anniversary date following the date of transition of Association control from the Declarant to the Members for the purpose of electing directors and for the transacting any and all proper business that may come before the meeting; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday. However, so long as Declarant is entitled to appoint a majority of the directors of the Association, no annual meetings will be required; the first annual meeting of the Members shall be held at the call of the Declarant.

B. Special Meetings. Special meetings of the Members shall be held whenever called by any director, the President, or at the request, in writing, by not less than a majority of the Members, or as otherwise provided by law. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting. However, until Declarant terminates his control of the

Board, no special members' meeting shall be convened without the prior written consent of Declarant.

4.2 Notice of Meeting. Written notice of each meeting of the Members, stating the time, the place, and the case of a special meeting, the objects for which the meeting is called, shall be given by the President or Secretary. Such notice shall be mailed to each Member at his address as it appears on the Member Roster and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

4.3 Voting. Members shall be entitled to cast one vote for each Parcel owned, but in no event may more than one vote be cast with respect to any one Parcel. Where a Parcel is owned by more than one person, or by a corporation, partnership, or other entity, the person who shall be entitled to cast the vote of such Parcel shall be the person named in a certificate, executed by all of the owners of such Parcel, and filed with the Secretary prior to the meeting at which the vote is to be cast. In the event that such a certificate is not filed, the owners of that Parcel will not be entitled to vote at the meeting, and their presence will not be counted for purposes of establishing a quorum.

4.4 Quorum. The presence, either in person or by proxy, at a Member's meeting of not less than a majority of the total number of Members entitled to cast a vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation or these Bylaws.

4.5. Proxies. At all meetings of Members, each Member entitled to vote may vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which the proxy was given, and must be signed by the authorized person who executed the proxy and filed with the Secretary. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires upon the earlier of (i) 90 days after the date of the meeting for which it was originally given, or (ii) the date of conveyance by a Member of his Parcel. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjournment. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting until a quorum shall be present. Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

4.7 Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings, shall be:

- A. Election of chairperson of the meeting;
- B. Calling of the role and certifying of proxies;
- C. Proof of notice of meeting or waiver of notice;
- D. Reading and disposal of any unapproved minutes;
- E. Reports of officers;
- F. Reports of committees;
- G. Election of inspectors of elections;
- H. Election of Directors;
- I. Old business;
- J. New business;
- K. Adjournment.

4.8 Minutes. The minutes of all meetings of the Members shall be filed and maintained in the minutes book of the Association, which shall be available for inspection by the Members or their authorized representatives, and the directors, at any reasonable time. The Association shall maintain these minutes for at least seven (7) years.

4.9 Actions Without A Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members of the Association, may be taken without a meeting, without a prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice of the action taken shall be given to those Members who have not consented in writing. If a unit is owned by more than one person or by a corporation, the consent for such unit need only be signed by one person who would be entitled to cast the vote for the unit.

4.10 Proviso. Provided however, that until the Declarant has completed all of the contemplated improvements and closed the sales of all of the Parcels within the Property or until the Declarant elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of Members of the Association shall have no effect unless approved by the Board.

ARTICLE V DIRECTORS

5.1 Number of Directors, Term of Office. The affairs of the Association shall be managed by a Board of not less than three (3) directors. Directors shall serve for terms of one year and until their successors are duly elected and qualified, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles of Incorporation.

5.2 Removal. Any Director may be removed from the Board by either (1) a majority vote of the remaining Directors, if such Director (a) has been absent for the last three consecutive Board meetings, or (b) is an owner and has been delinquent for more than thirty (30) days in the payment of assessments or other monies owed to the Association, or (2) with or without cause, by the vote of a majority of the Members of the Association at a Special Meeting of the Members called by not less than a majority of the Members of the Association expressly for that purpose. The vacancy of the Board caused by any such removal may be filled by the Members at such meeting or, if the Members shall fail to fill such vacancy, by the Board, as in the case of any other vacancy on the Board.

5.3 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

5.4 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

6.1 Election. The directors of the Association shall be elected at the annual meeting of the Members in the following manner:

A. The Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. There shall be no cumulative voting.

B. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast.

6.2 Vacancies. Except as to vacancies created by removal of Directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by a vote of the remaining Directors. Any vacancy in the Board created by the removal of a Director by the Members, shall be filled by a vote of the Members at the special meeting called for that purpose.

6.3 Proviso. Notwithstanding any provision to the contrary, the Developer shall have the right to elect the Board of Directors of the Association until such time as he no longer holds title to any Unit(s), or until he elects to terminate his control of the Association, whichever shall first occur.

ARTICLE VII
MEETING OF DIRECTORS

7.1 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and at such 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.

7.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

7.3 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written direction of a majority of the Directors.

7.4 Notice of Meetings. Except in the case of emergency meetings of the Board, notices of all Board meetings must be either mailed or delivered to each Member at least seven (7) days before a meeting, or in the alternative, posted in a conspicuous place on each Unit at least forty-eight (48) hours in advance of a meeting. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Notice of regular meetings shall be given to each Director personally, by mail, by telephone, or facsimile at least three (3) days prior to the day named for such meeting.

7.5 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

7.6 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board and the acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws.

7.7 Vote by Proxy. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

7.8 Adjourned Meeting. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted at the subsequent meeting without further notice.

7.9 Presiding Officer. The presiding officer at Directors' meetings shall be the President. In his absence, the Vice President shall preside.

7.10 Order of Business. The order of business at Directors' meetings shall be as follows:

- A. Calling of the roll;
- B. Proof of due notice of the meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Election of officers;
- F. Old business;
- G. New business;
- H. Adjournment.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the laws of the State of Florida, the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations of the Association shall be exercised exclusively by the Board of Directors, its Agents, contractors or employees, subject only to the approval by the Owners where such approval is specifically required. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

1. To exercise all common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these By-Laws, the Declaration, the Articles of Incorporation and the rules and regulations of the Association.
2. To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration, as amended from time to time.
3. To fix, levy, collect and enforce payment of charges and assessments pursuant to the terms of the Declaration.
4. To have a lien on Units to secure the payment of assessments or other charges due and to become due the Association.
5. To foreclose lien(s) against Units for which assessment or other charges due the Association are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner obligated to pay the same.
6. To use the proceeds of the assessments and charges in the exercise of its powers and duties.
7. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the purposes of the Association.

8. To levy reasonable fines, not to exceed the maximum amount allowed under Chapter 617, Florida Statutes, against any Member, tenant, guest, or invitee, for violation of any of the provisions contained in either the Declaration, Articles of Incorporation, these Bylaws or the rules and regulations adopted by the Association.

9. To contract for the on-site drainage of the Property as required by the Broward County Department of Planning and Environmental Protection (BCDPEP) – Surface Water Management Division.

10. To employ personnel to perform the services required to carry out the purposes of the Association, including the right and power to employ accountants, attorneys, contractors, and any other professionals as the need arises.

11. To provide, maintain, repair, and replace utility connections, including without limitation, water and sewer, serving the Units under common, shared meter(s).

12. To make, establish and enforce reasonable rules and regulations governing the Community and the Common Area, if any.

13. To contract for bulk rate cable and community antennae services or any other type of telecommunication services for the benefit of the Owners.

14. To borrow money, and with the assent of a majority of the Members, mortgage, pledge, deed in trust, or hypothecate any or all real or personal property owned by the Association as security for money borrowed for debts incurred.

15. To keep a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a majority of the Members who are entitled to vote;

16. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

17. To fix the annual budget for the Association.

18. To maintain a bank account(s) for the Association.

19. To call meetings of the Members.

ARTICLE IX OFFICERS

9.1 Enumeration of Officers. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of Members.

9.3 Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year, unless they shall sooner resign, or shall be removed, or otherwise disqualified.

9.4 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time. Such resignation shall take effect on the date of receipt of notice by the Board, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.6 President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes. In addition, the President shall have all the powers and duties usually vested in the office of the President of an Association, including, but not limited to, the power of to appoint committees from among the Members from time to time as he, in his sole discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

9.7 Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

9.8 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and perform such other duties as required by the Board.

9.9 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by a resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members of the Association.

ARTICLE X
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Jasmine Terrace Homeowners Association, Inc., a not-for-profit corporation under the laws of the State of Florida, incorporated in 2006".

ARTICLE XI
AMENDMENTS


Prior to the first meeting of the Members, these Bylaws may be amended by a vote of a majority of the members of the Board. Subsequent to the first meeting of the Members, these Bylaws may be amended at a regular or special meeting of the Members, at which a quorum has been attained, by a vote of a majority of the Members present in person or by proxy.

ARTICLE XII
MISCELLANEOUS

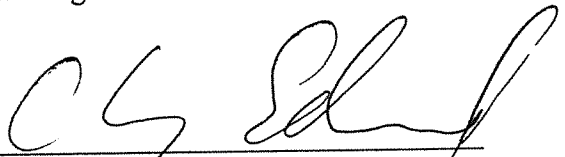
12.1 The fiscal year of the Association shall be the calendar year, except that the first fiscal year shall begin on the date of incorporation.

12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

The foregoing were adopted as the Bylaws of Jasmine Terrace Homeowners Association, Inc., a Florida not-for-profit corporation, at the first meeting of the Board of Directors on the 7th day of September, 2006.



Secretary



President



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING • SURVEYING • PLATTING • LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 • FAX (954) 763-7615

OK

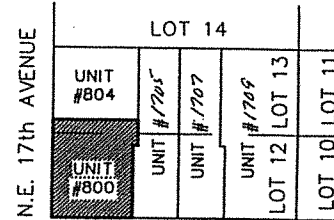
SCALE 1" = 30'

SKETCH AND DESCRIPTION
UNIT # 800
JASMINE TERRACE

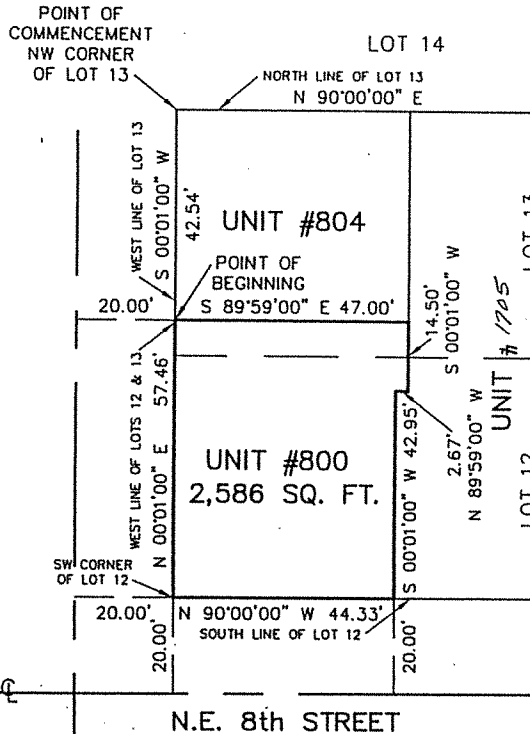
LEGAL DESCRIPTION:
UNIT # 800

A portion of Lots 12 and 13, Block 239, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Lot 13; thence South 00°01'00" West, on the West line of said Lot 13, a distance of 42.54 feet to the Point of Beginning; thence South 89°59'00" East, a distance of 47.00 feet; thence South 00°01'00" West, a distance of 14.50 feet; thence North 89°59'00" West, a distance of 2.67 feet; thence South 00°01'00" West, a distance of 42.95 feet; thence North 90°00'00" West, on the South line of said Lot 12, a distance of 44.33 feet to the Southwest corner of said Lot 12; thence North 00°01'00" East, on the West line of Lots 12 and 14, a distance of 57.46 feet to the Point of Beginning.



N.E. 8th STREET
SITE LAYOUT
NOT TO SCALE



Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 2,650 square feet or 0.0608 acres more or less.

CERTIFIED TO:
Edeward Development Company, L.L.C., a Florida Limited Liability Company;
Fidelity Federal Bank & Trust, its' successors and/or assigns, as their interest may appear;
Lawrence K. Judd, Esquire AND Attorneys' Title Insurance Fund, Inc.

CERTIFICATION:

Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of June, 2004.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearing shown assumes the North line of Lot 13, Block 239, as North 90°00'00" East.

McLAUGHLIN ENGINEERING COMPANY

Jerald A. McLaughlin
JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMj, EJJ3

JOB ORDER NO. T-9605

KED BY: CEA

EXHIBIT "D"



McL JGHLIN ENGINEERING COMP' Y
LB#285

ENGINEERING • SURVEYING • PLATTING • LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 • FAX (954) 763-7615

SCALE 1" = 30'

SKETCH AND DESCRIPTION
UNIT # 804
JASMINE TERRACE

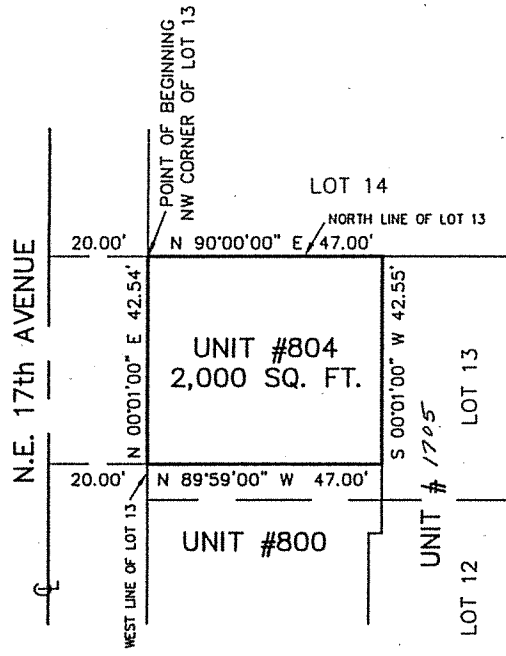
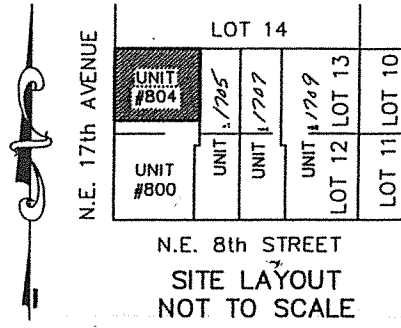
LEGAL DESCRIPTION:

UNIT # 804

A portion of Lot 13, Block 239, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida, more fully described as follows:

Beginning at the Northwest corner of said Lot 13; thence North 90°00'00" East, on the North line of said Lot 13, a distance of 47.00 feet; thence South 00°01'00" West, a distance of 42.55 feet; thence North 89°59'00" West, a distance of 47.00 feet; thence North 00°01'00" East on the West line of said Lot 13, a distance of 42.54 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 2,000 square feet or 0.0459 acres more or less.



CERTIFIED TO:
Edewaard Development Company, L.L.C., a Florida Limited Liability Company;
Fidelity Federal Bank & Trust, its successors and/or assigns, as their interest may appear;
Lawrence K. Judd, Esquire AND Attorneys' Title Insurance Fund, Inc.

CERTIFICATION:
Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of June, 2004.

- NOTES:
- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not obstructed for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
 - 2) Legal description prepared by McLaughlin Engineering Co.
 - 3) This drawing is not valid unless sealed with an embossed surveyors seal.
 - 4) THIS IS NOT A BOUNDARY SURVEY.
 - 5) Bearing shown assume the North line of Lot 13, Block 239, as North 90°00'00" East.

McLAUGHLIN ENGINEERING COMPANY
[Signature]
GERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____
JOB ORDER NO. T-9605 _____

DRAWN BY: JMMj, EJ3 _____
CHECKED BY: CEA _____

OK



SCALE 1" = 30'

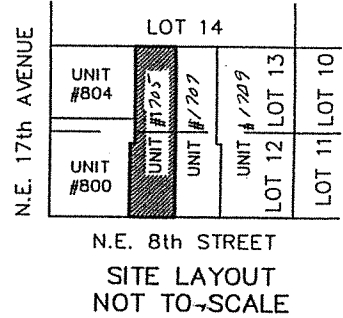
SKETCH AND DESCRIPTION
 UNIT # 1705
 JASMINE TERRACE

LEGAL DESCRIPTION:

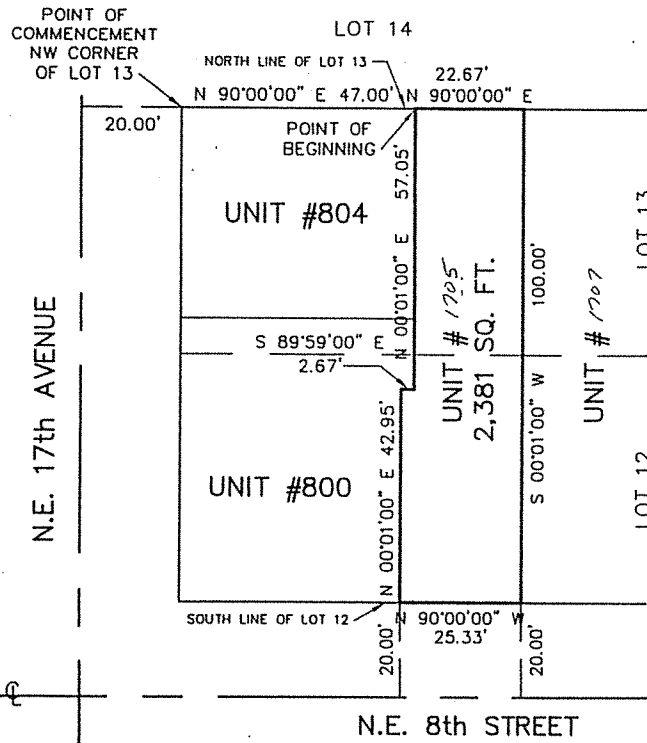
UNIT # 1705

A portion of Lots 12 and 13, Block 239, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Lot 13; thence North 90°00'00" East, on the North line of said Lot 13, a distance of 47.00 feet to the Point of Beginning; thence continuing North 90°00'00" East, on said North line, a distance of 22.67 feet; thence South 00°01'00" West, a distance of 100.00 feet; thence North 90°00'00" West, on the South line of said Lot 12, a distance of 25.33 feet; thence North 00°01'00" East, a distance of 42.95 feet; thence South 89°59'00" East, a distance of 2.67 feet; thence North 00°01'00" East, a distance of 57.05 feet to the Point of Beginning.



N.E. 8th STREET
 SITE LAYOUT
 NOT TO SCALE



Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 2,316 square feet or 0.0532 acres more or less

CERTIFIED TO:
 Edeward Development Company, L.L.C., a Florida Limited Liability Company; Fidelity Federal Bank & Trust, its' successors and/or assigns, as their interest may appear; Lawrence K. Judd, Esquire AND Attorneys' Title Insurance Fund, Inc.

CERTIFICATION:

Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of June, 2004.

McLAUGHLIN ENGINEERING COMPANY
 JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5269
 State of Florida.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearing shown assume the North line of Lot 13, Block 239, as North 90°00'00" East.

FIELD BOOK NO. _____

DRAWN BY: JMMjr, EJJ3

JOB ORDER NO. T-9605

CHECKED BY: CEA



SCALE 1" = 30'

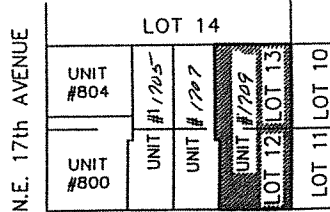
SKETCH AND DESCRIPTION
 UNIT # 1709
 JASMINE TERRACE

LEGAL DESCRIPTION:

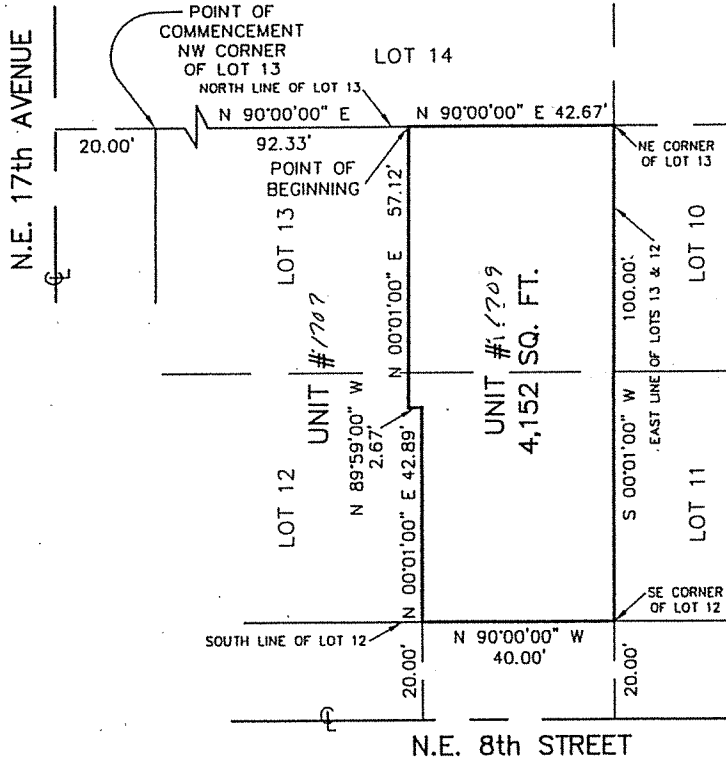
UNIT # 1709

A portion of Lots 12 and 13, Block 239, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Lot 13; thence North 90°00'00" East, on the North line of said Lot 13, a distance of 92.33 feet to the Point of Beginning; thence continuing North 90°00'00" East, on said North line, a distance of 42.67 feet to the Northeast corner of said Lot 13; thence South 00°01'00" West, on the East line of said Lots 13 and 12, a distance of 100.00 feet to the Southeast corner of said Lot 12; thence North 90°00'00" West, on the South line of said Lot 12, a distance of 40.00 feet; thence North 00°01'00" East, a distance of 42.89 feet; thence North 89°59'00" West, a distance of 2.67 feet; thence North 00°01'00" East, a distance of 57.12 feet to the Point of Beginning.



N.E. 8th STREET
 SITE LAYOUT
 NOT TO SCALE



Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 4,152 square feet or 0.0953 acres more or less.

CERTIFIED TO:
 Edeward Development Company, L.L.C., a Florida Limited Liability Company; Fidelity Federal Bank & Trust, its successors and/or assigns, as their interest may appear; Lawrence K. Judd, Esquire AND Attorneys' Title Insurance Fund, Inc.

CERTIFICATION:

Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of June, 2004.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearing shown assume the North line of Lot 13, Block 239, as North 90°00'00" East.

McLAUGHLIN ENGINEERING COMPANY

[Signature]
 JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5269
 State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMf, EJJ3

JOB ORDER NO. T-9605

CHECKED BY: _____

EXHIBIT "D"



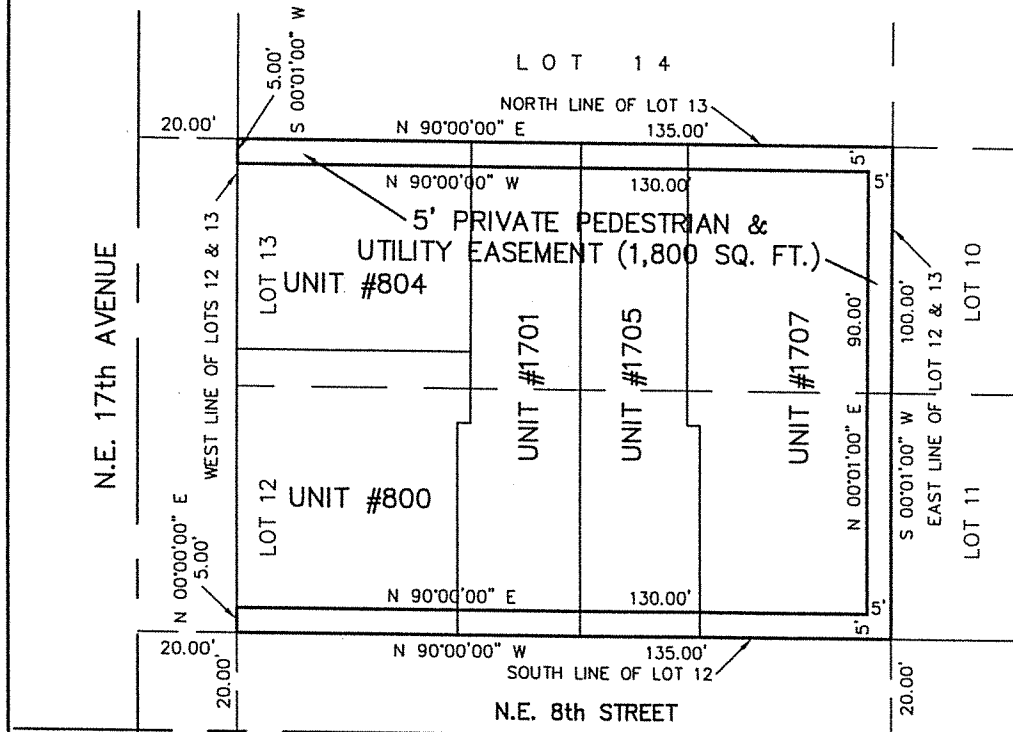
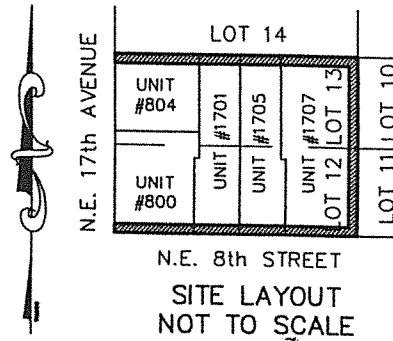
SCALE 1" = 30'

SKETCH AND DESCRIPTION
 5' PRIVATE PEDESTRIAN
 & UTILITY EASEMENT
 JASMINE TERRACE

LEGAL DESCRIPTION:

The East 5.00 feet of Lots 12 and 13 AND the North 5.00 feet of Lot 13, less the East 5.00 feet thereof AND ALSO the South 5.00 feet of Lot 12, less the East 5.00 feet thereof, Block 239, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 1,800 square feet or 0.0413 acres more or less.



CERTIFICATION:

Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of June, 2004.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearing shown assume the North line of Lot 13, Block 239, as North 90°00'00" East.

McLAUGHLIN ENGINEERING COMPANY

 JERALD A. McLAUGHLIN
 Registered Land Surveyor No. 5269
 State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMM Jr, EJJ3

JOB ORDER NO. T-9605

CHECKED BY: _____



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING • SURVEYING • PLATTING • LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 • FAX (954) 763-7615

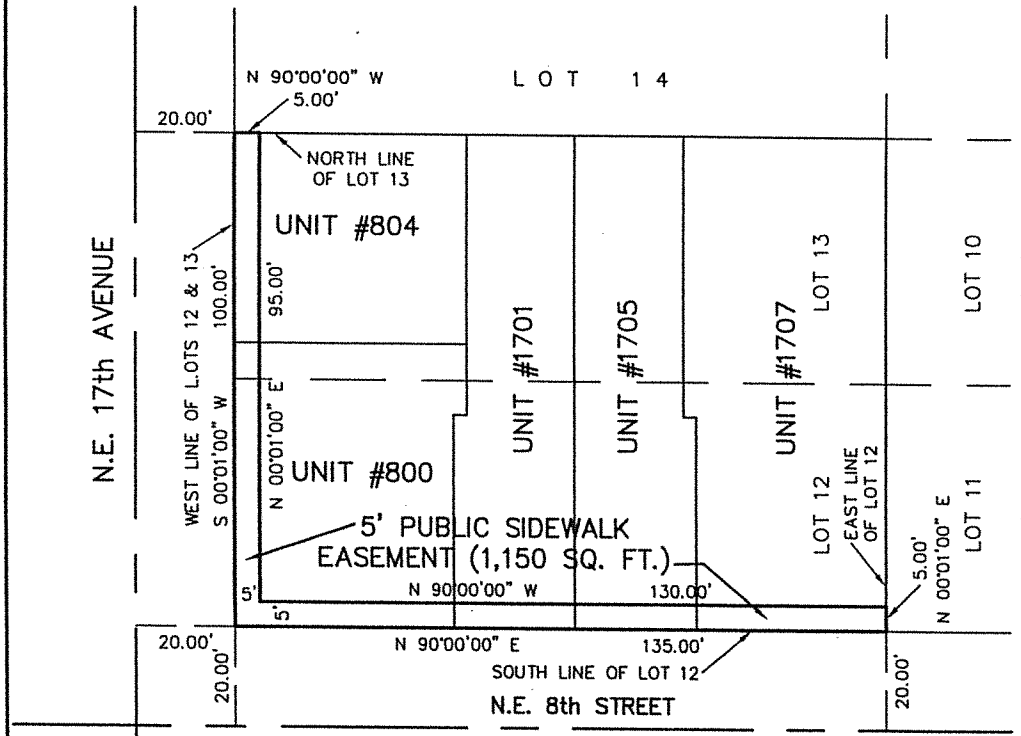
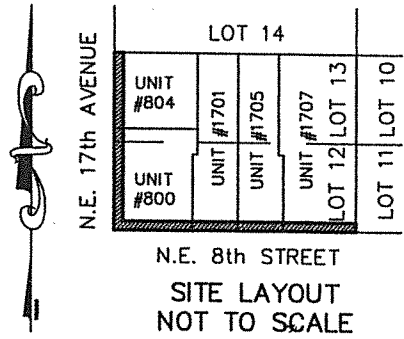
SCALE 1" = 30'

SKETCH AND DESCRIPTION
5' PUBLIC SIDEWALK EASEMENT
JASMINE TERRACE

LEGAL DESCRIPTION:

The South 5.00 feet of Lot 12 AND the West 5.00 feet of Lot 12, Less the South 5.00 feet thereof AND ALSO the West 5.00 feet of Lot 13, Block 239, PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 1,150 square feet or 0.0264 acres more or less.



CERTIFICATION:

Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of June, 2004.

McLAUGHLIN ENGINEERING COMPANY
Jerald A. McLaughlin
JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

- NOTES:
- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
 - 2) Legal description prepared by McLaughlin Engineering Co.
 - 3) This drawing is not valid unless sealed with an embossed surveyors seal.
 - 4) THIS IS NOT A BOUNDARY SURVEY.
 - 5) Bearing shown assumes the North line of Lot 13, Block 239, as North 90°00'00" East.

FIELD BOOK NO. _____
JOB ORDER NO. T-9605 _____

DRAWN BY: JMMjr, EJJ3 _____
CHECKED BY: _____