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DECLARATION
FOR
BRIELLA COMMUNITY

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**DECLARATION
FOR THE
BRIELLA COMMUNITY**

THIS DECLARATION FOR THE BRIELLA COMMUNITY (this "**Declaration**") is made by Briella Townhomes, LLC, a Florida limited liability company ("**Developer**") and joined in by Briella Community Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Developer is the fee simple owner of the real property in Palm Beach County, Florida ("**County**") more particularly described in **Exhibit 1** attached hereto and made a part hereof ("**Community**").

B. Developer desires to subject the Community to the covenants, conditions and restrictions contained in this Declaration.

C. The Community will contain four (4) Condominiums (as defined below) and the Civic Site (as defined below).

D. Association (as defined below) is the master association for the Community and is responsible for managing and maintaining certain areas open to the entire community and certain areas open to the public.

E. This Declaration is a covenant running with all of the land comprising the Community, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Developer hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee established pursuant to Section 20 hereof.

"**Articles**" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 18 hereof.

"**Association**" shall mean Briella Community Association, Inc., its successors and assigns.

"**Association Documents**" shall mean this Declaration, the Articles, the By-Laws, and the Rules and Regulations.

"**Board**" shall mean the Board of Directors of Association.

"**Briella PUD**" shall mean that certain Resolution No. R-2004-2278, Resolution Approving Zoning Petition PDD2004-001 (Control No. 2004-001) Official Zoning Map Amendment to a Planned Development District (PDD) Petition of Briella LLC by Miller Land Planning Consultants, Inc., Agent (Briella PUD), a copy of which is attached hereto as **Exhibit 6**.

"**By-Laws**" shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"**City**" shall mean the City of Boynton Beach, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"**Civic Site**" shall mean that portion of the Community designated on the PUD as open green space.

“Civic Site Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to the Civic Site. After the Turnover Date, Association shall be the “Civic Site Owner.”

“Common Areas” shall mean all real property interests and personalty within the Community designated as Common Areas in this Declaration, as more particularly described in **Exhibit 7** attached hereto (or any amendment thereto) and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the residents within the Community. The Common Areas shall include, without limitation, the Civic Site, the Surface Water Management System, open space areas, internal buffers, perimeter buffers, Landscaping, improvements, irrigation pumps, irrigation lines, any streets or street lights, roadways, pathways, walkways, sidewalks, commonly used utility facilities, pool, cabana, tot lot, fountains, lakes, parking spaces (excluding garages and adjoining driveways), project and/or Community signage, other lighting, entranceways, entrance features, and walls. The Common Areas do not include any portion of a Unit. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

“Common Elements” shall mean any “Common Elements” as defined in the Declaration of Condominium for each Condominium.

“Community” shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of the Community.

“Community Completion Date” shall mean the date upon which all Units in the Community as ultimately planned and as fully developed, have been conveyed by Developer to Owners.

“Condominium” shall mean any one of the Condominiums.

“Condominiums” shall mean Condominium No. 1, Condominium No. 2, Condominium No. 3, and Condominium No. 4.

“Condominium Association” means each condominium association responsible for Condominium No. 1, Condominium No. 2, Condominium No. 3, and Condominium No. 4.

“Condominium Building” means each building forming a part of a Condominium.

“Condominium No. 1” means that certain condominium created pursuant to the Declaration of Condominium for Briella No. 1, a Condominium recorded or to be recorded in the Public Records.

“Condominium No. 2” means that certain condominium created pursuant to the Declaration of Condominium for Briella No. 2, a Condominium recorded or to be recorded in the Public Records.

“Condominium No. 3” means that certain condominium created pursuant to the Declaration of Condominium for Briella No. 3, a Condominium recorded or to be recorded in the Public Records.

“Condominium No. 4” means that certain condominium created pursuant to the Declaration of Condominium for Briella No. 4, a Condominium recorded or to be recorded in the Public Records.

“Contractors” shall have the meaning set forth in Section 20.10.2 hereof.

“County” shall mean Palm Beach County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

“Data Transmission Services” shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

“Declaration” shall mean this Declaration, together with all amendments and modifications thereof.

“Developer” shall mean Briella Townhomes, LLC and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

“FCC” shall have the meaning set forth in Section 13.18 hereof.

“Individual Assessments” shall have the meaning set forth in Section 18.2.5 hereof.

“Initial Capital Contribution” shall have the meaning set forth in Section 18.11 hereof.

“Landscaping” shall mean all landscaping within the Community. All Landscaping shall be maintained by Association.

“Lender” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit initially or by assignment of an existing mortgage.

“Management Company” shall have the meaning set forth in Section 8.12 hereof.

“Member” shall mean each Owner and Developer.

“Master Site Plan” shall mean collectively any full or partial concept plan for the development of the Community. The Master Site Plan, as it exists as of the date of recording this Declaration, is attached hereto as **Exhibit 4**. The Master Site Plan is subject to change as set forth herein. The Master Site Plan is not a representation by Developer as to the development of the Community or its amenities, as Developer reserves the right to amend all or part of the Master Site Plan from time to time.

“Monthly Assessments” shall have the meaning set forth in Section 18.2.1 hereof.

“Operating Costs” shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership (to the extent that the Common Areas are owned by Association); janitorial services for the Common Areas, operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies, if any, located within the Common Areas as required herein; all amounts required to maintain all lighting within the Common Areas; all amounts required to maintain the Surface Water Management System; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

“Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Unit. The term “Owner” shall not include Developer, Civic Site Owner or a Lender.

“Paved Areas” shall mean those outside, open air paved areas in the Community including, but not limited to, walkways, parking areas, roads and driveways. All Paved Areas shall be part of the Common Areas under this Declaration.

“Permit” shall mean Permit No. 50-06731-P issued by SFWMD, a copy of which is attached hereto as **Exhibit 5**.

“Public Records” shall mean the Public Records of Palm Beach County, Florida.

“Resale Capital Contribution” shall have the meaning set forth in Section 18.12 hereof.

“Reserves” shall have the meaning set forth in Section 18.2.4 hereof.

“Rules and Regulations” shall mean the Rules and Regulations governing the Community as adopted by the Board from time to time.

“SFWMD” shall mean the South Florida Water Management District.

“Special Assessments” shall mean those Assessments more particularly described as Special Assessments in Section 18.2.2 hereof.

“Surface Water Management System” shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Community Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

“Telecommunications Provider” shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data

Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Telecommunications Systems” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominiums. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (*e.g.*, individual adjustable digital units).

“Telephony Services” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

“Turnover Date” shall mean the date upon which transition of control of Association from Developer to Owners occurs.

“Unit” shall mean a condominium unit and all appurtenances thereto forming part of a Condominium within the Community. A Unit shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for the Unit; provided, however, the subsequent loss of such Certificate of Completion (*e.g.*, by casualty or remodeling) shall not affect the status of a Unit, or the obligation of Owner to pay Assessments with respect to such Unit. The term “Unit” includes any interest in land, improvements, or other property appurtenant to the Unit.

“Use Fees” shall have the meaning set forth in Section 18.2.3 hereof.

3. **Plan of Development.** The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer’s buyers. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Community as finally developed.

4. **Amendments.**

4.1. **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 11.3.2 which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2. **No Vested Rights.** Each Owner by acceptance of a deed to a Unit irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3. **Amendments Prior to and Including the Turnover Date.** Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Community; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Units, and maintenance standards for landscaping. Developer’s right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Units conveyed to Owners provided that such easements do not prohibit the use of such Units as a residential home. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer’s prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.4. **Amendments After the Turnover Date.** After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66-2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) of Association at a duly called meeting of the Members in which a quorum is present.

5. Dissolution.

5.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

5.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, the Community and each Unit therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of the Community which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

6. Binding Effect and Membership.

6.1. Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of title to a Home or Parcel, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Community by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment.

6.2. Transfer. The transfer of the fee simple title to a Unit, whether voluntary or by operation of law, terminating the Owner's title to that Unit shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Unit. An Owner's rights and privileges under this Declaration are not assignable separately from a Unit. The Owner of each Unit is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Unit shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title, pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Unit, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Unit pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Unit an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Unit, the transferring Owner shall remain liable for Assessments accruing on the Unit from and after the date of conveyance.

6.3. Membership. Membership rights are governed by the provisions of the Articles and By-Laws. Developer rights with respect to Association are set forth in the Articles and By-Laws.

6.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Unit, designate one or more persons who are to be the occupants of the Unit and register such persons with Association. All provisions of this Declaration and other Association Documents shall apply to both such Owner and the designated occupants.

6.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

6.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration or other Association Documents.

6.7. Conflicts. In the event of any conflict among this Declaration, the Articles, By-Laws or any of Association Documents, this Declaration shall control.

7. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Community Common Areas for various public purposes or for the provision of utilities, or to make any portions of the Community part of the Common Areas, or to create and implement a special taxing district and/or special lighting district which may include all or any portion of the Community. **SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT**

CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

8. Operation of Common Areas.

8.1. Generally. All property (real or personal) within the Community that is not included within a Condominium shall be owned, operated and maintained by Association as Common Areas and the cost of which shall be included in Operating Costs.

8.2. Access Controls and Entry Walls. Access controls and entry walls located within or around the Community are Common Areas and shall be maintained by Association, the cost of which shall be included in Operating Costs.

8.3. Fountains. All fountains within the Community shall be maintained by Association, the cost of which shall be included in Operating Costs.

8.4. Lakes and Lake Slopes. Lakes and lake slopes located within the Community shall be maintained by Association, the cost of which shall be included in Operating Costs.

8.5. Landscaping. Association is responsible for maintaining and replacing all Landscaping regardless of its location, the cost of which shall be included in Operating Costs.

8.6. Parking Spaces and Driveways. All parking spaces and driveways within the Community shall be maintained by Association, the cost of which shall be included in Operating Costs.

8.7. Paved Areas.

8.7.1. Generally. All of the Paved Areas in the Community are Common Areas as reflected on the Master Site Plan.

8.7.2. Maintenance and Repair. Association shall be exclusively responsible for operating, maintaining, insuring and replacing the Paved Areas. Notwithstanding the foregoing, any portion of the paved Areas which form part of the Common Elements of any of the Condominiums shall be insured, maintained (except as otherwise provided for herein) and replaced by the applicable Condominium.

8.8. Civic Site. The Civic Site shall be owned and maintained by Association and shall be open to use by all Owners.

8.8.1. Maintenance by Association. Association shall maintain the Civic Site and all costs thereof shall be Operating Costs.

8.8.2. Conveyance by Association. Association's right to convey, encumber or otherwise affect title to the Civic Site shall be subject to the provisions of the Briella PUD.

8.9. Recreational Facilities. Association shall own and maintain all recreational facilities located within the Community, which may include a pool, cabana, tot lot, and Civic Site. All costs of operating, maintaining, repairing, and replacing the recreational facilities shall be Operating Costs.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED BY DEVELOPER WITHOUT CONSENT OF OWNERS OR ASSOCIATION.

8.10. Sprinkler System. All sprinkler systems located within the Community shall be operated and maintained by Association, the cost of which shall form part of Operating Costs.

8.11. Prior to Conveyance or Identification. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Unit, or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, operated, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

8.12. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole

discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within the Community, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (*e.g.*, furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

8.13. Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas and the Civic Site, without charge, for any purpose deemed appropriate by Developer, and to the exclusion of others.

8.14. Conveyance.

8.14.1. Generally. Those Common Areas which will be owned by Association in fee simple shall be conveyed by Quitclaim Deed from Developer to Association on or before the Turnover Date. The conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

8.14.2. Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

8.14.2.1. a perpetual nonexclusive easement in favor of the City and governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

8.14.2.2. perpetual non-exclusive easements in favor of the City, Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use Common Areas for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

8.14.2.3. all restrictions, easements, covenants and other matters of record;

8.14.2.4. in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. If Association fails to timely give Developer notice and/or otherwise comply with its obligations under this Section in any respect, the Developer shall be relieved of its obligation to repair any damages, notwithstanding the fact that Developer may have been responsible to repair such damages; and

8.14.2.5. a reservation of right in favor of Developer (so long as Developer owns any portion of the Community) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

8.15. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the Owners of all property interests in the Community including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (i) from and after the Community Completion

Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

8.16. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company ("**Management Company**"). Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association, in which event such manager shall be included in the term Management Company. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement. Each of the Condominiums and Condominium Associations, and Association, shall at all times be managed by the same manager or Management Company as chosen by Association.

8.17. Use.

8.17.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

8.17.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the City and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

8.17.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

8.17.4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community, and (e) design of any portion of the Community. Each such person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

8.17.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer or Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

8.18. Rules and Regulations.

8.18.1. Generally. Prior to Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated relating hereto.

8.18.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer, or adversely affect the interests of Developer. Without limiting the foregoing, Developer, and/or its designees or assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Units, Common Areas and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Units and (b) residences and properties located outside of the Community), general office and construction operations within the Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure within the Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash and rubbish in connection with the development or construction of any portion of the Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of the Community owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Community including, without limitation, Units; (vi) excavate fill from the Community or adjacent property by dredge or dragline, store fill within the Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising the Community.

8.19. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

8.20. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the county and all other applicable governing entities having jurisdiction with respect to the same.

8.21. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9. Briella PUD. The Briella PUD contains certain obligations and responsibilities regarding the Community. Association acknowledges that Association shall comply with, perform and/or enforce all the obligations, duties, responsibilities, covenants, conditions and use restrictions contained in the Briella PUD. All Owners are hereby bound to the terms set forth in the Briella PUD to the extent the terms expressed therein apply to Owners.

10. Public Facilities. Palm Beach County Water Utilities Department owns a lift station that is located within the boundaries of the Community. Developer hereby grants, bargains, and sells a perpetual, non-exclusive easement over Community in favor of the Palm Beach County Water Utilities Department for the purpose of maintaining the lift station within the Community. Notwithstanding the foregoing, any electricity costs charged to Association to operate the lift station and all related costs and expenses shall be part of Operating Costs.

11. Maintenance by Association.

11.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas including, without limitation, all improvements placed thereon.

11.2. Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas of the Community in the event winds exceed fifty (50) miles per hour. The expense of such removal shall be part of the Operating Costs of Association. Additionally, under the same wind conditions, each Condominium Association

shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Condominium.

11.3. Surface Water Management System.

11.3.1. Duty to Maintain. The Surface Water Management System within the Community will be owned, maintained and operated by Association as permitted by the SFWMD. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

11.3.2. Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

11.4. Exterior Appearance. Association shall be responsible for maintaining the appearance (including cleaning, painting and the like, but excluding and structural components thereof) of all improvements, facilities and personalty contained within the Common Areas. The cost of maintenance thereof shall be included in Operating Costs. No party other than Association shall perform such maintenance or painting without the written consent of Association. The rights and obligations of Association under this Section shall include, without limitation, choosing the color and texture of all paint and other materials to be used, such that the appearance of the exterior of the improvements throughout the Community shall be uniform to the same or similar extent as originally constructed, subject to variations as may be required to comply with applicable law. To the extent that there is any ambiguity with respect to the extent of the responsibilities of Association under this Section, Association's determination shall control and be final.

11.5. Trash Removal. Association shall arrange and contract for all trash removal from the Community, to the extent not performed by County or City, and the cost thereof shall be included in Operating Costs.

11.6. Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Common Areas provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Unit.

11.7. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner or shall be borne solely by such Owner and the Unit owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.8. Right of Entry. Developer, Association and City are granted a perpetual and irrevocable easement over, under and across the Community, including but not limited to the Common Areas, for the purposes herein expressed including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any right, obligation, maintenance, alteration or repair which it is entitled or required to exercise or perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of the Community if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.9. Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or any document of record, including without limitation declaration(s) of condominium, maintain vegetation, landscaping, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or outside of the Community. Such areas may abut, or be proximate to, the Community, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a Condominium Association. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

12. Maintenance by Others. All property, structures, improvements and appurtenances not maintained by Association within the Community shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Community by the applicable Condominium or Condominium Association.

13. Use Restrictions.

13.1. Alterations and Additions. No material alteration, addition or modification to, or material change in the appearance of, (i) a Condominium Building, or(ii) any portion of a Unit that is visible from the exterior of a Condominium Building, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration or from the ACC of the Condominium as required by that Declaration.

13.2. Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by their applicable Condominium and in accordance with the Rules and Regulations established by the Board from time to time unless such animals are of a breed prohibited by the City, County or other governmental entity. Each Owner understands that the individual Condominiums may have more restrictions on pets than Association. No pet shall be permitted in the Common Areas unless such pet is kept on a leash. No pet or animal shall be "tied out" in the Common Areas. The person walking the pet or the Owner shall clean up all waste created by the pet whether within the Common Areas or within the area surrounding the Owner's Unit. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section. If Association determines that a pet is a nuisance, such pet shall be removed from the Community notwithstanding the opinion of any Condominium.

13.3. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Unit unless approved by the ACC.

13.4. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Unit, sale or re-sale of other property owned by Developer and administrative offices of Developer, no commercial or business activity shall be conducted in any Unit within the Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Unit for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Units unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center or facility may be operated out of a Unit.

13.5. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Units within the Community. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.

13.6. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

13.7. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout the Community.

13.8. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Common Areas of the Community or on the exterior of any Condominium which is visible from the Common Areas without the prior written approval of the ACC. Notwithstanding the foregoing, American flags may be displayed as permitted by law.

13.9. Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Unit in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Unit).

13.10. Lakes and Waterbodies. Swimming and/or boating in lakes located within the Community shall be prohibited.

13.11. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made of any portion of the Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The party responsible for meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Community shall be the same party responsible for maintenance, modification and/or repair of the property concerned under this Declaration.

13.12. Leases. No Unit may be leased more than one (1) time per year. Each lease must be for a minimum period of six (6) months. All leases must include language requiring that the tenant(s) must comply with

all of the Rules and Regulations for the Community. Each lease must be submitted to Association for approval. All tenants must be registered with Association prior to taking occupancy of any Unit.

13.13. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about the Community. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors.

13.14. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. No firearms or fireworks shall be discharged within the Community. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including any Unit, which will increase the rate of insurance to be paid by Association.

13.15. Parking. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Community. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Condominiums, Condominium Buildings, Units, Common Areas, or any other Community facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Community. For any Owner who drives an automobile issued by County or other governmental entity (e.g., police cars), such automobile shall not be deemed to be a commercial vehicle. No vehicle shall be used as a domicile or residence either temporarily or permanently while in the Community. No vehicle which cannot operate on its own power shall remain within the Community. No repair, except emergency repair, of vehicles shall be made within the Community. All guests shall park in parking spaces designated as guest parking. Residents of the Community shall not park in guest parking spaces.

13.16. Personal Property. All personal property of Owners or other occupants of Units shall be stored within the Units. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Unit or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others.

13.17. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of the Community, change the level of the land within the Community, or plant landscaping which results in any permanent change in the flow and drainage of the Surface Water Management System within the Community.

13.18. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Condominium Building, Unit or other areas of the Community without the prior written approval thereof being first had and obtained from the Board or the ACC of the Condominium Associations as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from the outside. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the aesthetic appearances of the Community. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.19. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Owners of Units must obtain "For Sale" and "For Rent" signs from Association. Developer is exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within the Community, unless written approval of the ACC is obtained. Notwithstanding the foregoing, American flags which are no larger than 24" x 36" and attached to a Unit shall be permitted without ACC approval.

13.20. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the Community or within any Unit except those which are required for normal household use.

14. Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Unit remains water tight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

14.1. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Unit.

15. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Unit shall encroach upon another Unit by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Unit shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Unit. A perpetual nonexclusive easement is herein granted to allow such protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Unit.

16. Requirement to Maintain Insurance.

16.1. Common Areas. Association shall maintain the following insurance coverages:

16.1.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (“**NFIP**”), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

16.1.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days’ prior written notice to Developer (until the Community Completion Date) and Association.

16.1.3. Directors and Officers Liability Insurance. Each Member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

16.1.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

16.1.5. Developer. Prior to the Turnover Date, Developer shall have the right, at Association’s expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

16.2. Fidelity Bonds. If available, Association may obtain a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

16.2.1. The bonds shall name Association as an obligee.

16.2.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of “employee” or similar terms or expressions.

16.2.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

16.2.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days’ prior written notice to Developer (until the Community Completion Date) and Association.

16.3. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

16.4. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty.

16.5. Additional Insured. Developer and its lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

16.6. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

17. Property Rights.

17.1. Owners’ Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Community shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which such Owner is entitled to use for their intended purposes, subject to the following provisions:

17.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

17.1.2. The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Chapter 720, Florida Statutes, as amended from time to time.

17.1.3. The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

17.1.4. The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

17.1.5. The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

17.1.6. The rights of Developer and/or Association regarding the Community as reserved in this Declaration including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

17.1.7. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

17.1.8. An Owner relinquishes use of the Common Areas at any time that a Unit is leased to a Tenant.

17.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

17.3. Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under the Community as may be required in connection with the development of the Community and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Units and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Units. Further, Developer may market other residences and commercial properties located outside of the Community from Developer's sales facilities located within the Community. Developer has the right to use all portions of the Common Areas and Civic Site in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Units, installing signs and displays, holding promotional parties and picnics, and using the Common Areas and Civic Site for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Units or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 23 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

17.4. Public Easements. City, fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways within the Community for ingress and egress to and from Telecommunications Systems within the Community.

17.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Unit subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

17.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall exist.

17.7. Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Community (including Units) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

17.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Community (including Units) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

17.9. Drainage. A non-exclusive easement shall exist in favor of Developer, Association, the City, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over the Community over, across and upon the Community for drainage, irrigation and water management purposes. A non-exclusive easement/ingress and egress exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

17.10. Blanket Easement in favor of Association. Association is hereby granted an easement over all of the Community, including all Units, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

17.11. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

18. Assessments.

18.1. Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title of a Unit (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments. Civic Site Owner shall not pay Assessments and shall have no liability or responsibility for Assessments.

18.2. Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, welfare of the residents of the Community, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

18.2.1. Any monthly assessment or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

18.2.2. Any special assessments for capital improvements, major repairs, emergencies and the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

18.2.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Unit, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

18.2.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

18.2.5. Assessments for which one or more Owners (but less than all Owners) within the Community is subject ("Individual Assessments") such as costs of special services provided to a Unit or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to

a particular Owner or Unit. By way of example, and not of limitation, all of the Owners within a Condominium may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Condominium. Further, in the event a Condominium Association fails to maintain portions of the its Condominium in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Condominium and to repair, restore, and maintain the Condominium as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. In no event shall the Civic Site or Civic Site Owner be subject to Individual Assessments.

18.3. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

18.4. Allocation of Operating Costs.

18.4.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

18.4.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 230 or, if different, the total number of Units in the Community that will actually be constructed. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Units owned by Owners other than Developer.

18.4.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Board shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein.

18.4.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

18.5. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Unit.

18.6. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Units benefiting from, or subject to the special service or cost as specified by Association.

18.7. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Unit to an Owner.

18.8. Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Units conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Turnover Date, Developer shall have the option to (i) fund the shortfall in Monthly Assessments not raised by virtue of all income received by Association or (ii) to pay Monthly Assessments on Units owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date. Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Units owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

18.9. Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Unit is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. **THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.**

18.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

18.10.1. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (*i.e.*, monthly, quarterly, or annually).

18.10.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

18.10.3. Board may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Board.

18.11. Initial Capital Contribution. Developer has established an Initial Capital Contribution (the "Initial Capital Contribution"). Developer shall collect from each Owner that purchases a Unit from Developer at the time of conveyance of each Unit an amount equal to three (3) months' Assessments.

18.12. Resale Capital Contribution. Association may establish a resale capital contribution ("Resale Capital Contribution"). There shall be collected upon every conveyance of an ownership interest in a Unit by an Owner other than Developer an amount payable to Association. The Resale Capital Contribution shall not be applicable to conveyances from Developer. After the Unit has been conveyed by Developer there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Unit. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Units shall be assessed a uniform amount.

18.13. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Unit unless all sums due Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

18.14. Payment of Unit Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Unit which, if not paid, could become a lien against the Unit which is superior to the lien for Assessments created by this Declaration.

18.15. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Unit and all personal property located thereon owned by the Owner against whom each such Assessment is made unless otherwise prohibited by the Act. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Unit, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any Claim of Lien filed by Association shall have priority and be superior to any lien of a Condominium Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Unit at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

18.16. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Unit if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The lien for Assessments shall not be affected by any sale or transfer of a Unit, except in the event of a sale or transfer of a Unit pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Unit or chargeable to the former Owner of the Unit, which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Unit from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Association payable by such Owner with appropriate interest.

18.17. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

18.18. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Unit.

18.19. Exemption. Notwithstanding anything to the contrary herein, neither Developer nor any Unit or property owned by Developer shall (unless specified to the contrary by Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Units owned by it, or fund the deficit, if any, as set forth in Section 18.8 herein. In addition, the Board shall have the right to exempt any portion of the Community subject to this Declaration from the Assessments, provided that such part of the Community exempted is used (and as long as it is used) for any of the following purposes:

18.19.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

18.19.2. Any real property interest held by a Telecommunications Provider;

18.19.3. Common elements of any Condominium; or

18.19.4. Any of the Community exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

18.20. Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

18.21. Rights to Pay Assessments and Receive Reimbursement. Association, Developer and any Lender of a Unit shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Unit. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

18.22. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Unit subject to the Lender's Mortgage under Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

19. Information to Lenders and Owners.

19.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of Association Documents.

19.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

19.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

19.3.1. Any condemnation loss or casualty loss which affects a material portion of a Unit to the extent Association is notified of the same;

19.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

19.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

19.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

20. Architectural Control.

20.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

20.2. Membership. There is no requirement that any person appointed to the ACC be an Owner or a Member of Association.

20.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within the Community by Condominium Associations. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

20.4. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

20.5. Power and Duties of the ACC. No change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of a Condominium) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

20.6. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

20.6.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

20.6.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

20.6.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

20.6.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

20.6.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

20.6.6. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

20.7. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ACC shall have no right to approve any changes to a Unit not visible from the exterior of a Condominium.

20.8. Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.

20.9. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

20.10. Construction by Applicants. The following provisions govern construction activities by an applicant after consent of the ACC has been obtained:

20.10.1. Each applicant shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the applicant. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Units in the Community or be placed anywhere outside of the Unit upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. If a contractor or applicant shall fail in any regard to comply with the requirement of this Section, the ACC may require that such applicant or contractor post security with Association in such form and amount deemed appropriate by the ACC in its sole discretion.

20.10.2. There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Contractors and their employees shall utilize those roadways and entrances into the Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

20.10.3. Each applicant is responsible for insuring compliance with all terms and conditions of these provisions by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in the Community.

20.10.4. The ACC may, from time to time, adopt standards governing the performance or conduct of applicants, Contractors and their respective employees within the Community. Each applicant and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each applicant shall include the same therein.

20.11. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Community at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration.

20.12. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the applicant shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicant shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy.

20.13. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

20.14. Certificate. In the event that any applicant fails to comply with the provisions contained herein, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Unit stating that the improvements on the Unit fail to meet the requirements of this Declaration and that the Unit is subject to further enforcement remedies.

20.15. Certificate of Compliance. If requested by an applicant, prior to the occupancy of any improvement constructed or erected on any Unit by other than Developer, or its designees, the applicant thereof shall obtain a Certificate of Compliance from the ACC, certifying that the applicant has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 20.3 herein.

20.16. Alterations by Developer. As long as Developer shall own at least one (1) Unit in the Community for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

20.16.1. Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

20.16.2. Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Florida Condominium Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to the Declaration of Condominium for the respective Condominium which shall contain a survey reflecting the change.

20.17. Exemption. Notwithstanding anything to the contrary contained herein, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Condominium, shall not be subject to the review of the ACC.

20.18. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any applicant or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each applicant agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Unit, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

21. Owners Liability.

21.1. Right to Cure. Should any Owner do any of the following:

21.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

21.1.2. Cause any damage to any improvement or Common Areas; or

21.1.3. Impede Developer or Association from exercising its rights or performing its responsibilities hereunder; or

21.1.4. Undertake unauthorized improvements or modifications to a Unit or the Common Areas; or

21.1.5. Impede Developer from proceeding with or completing the development of the Community, as the case may be.

Then Developer and/or Association after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Unit causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

21.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

21.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

21.2.2. Commence an action to recover damages; and/or

21.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

21.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

21.4. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

21.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Developer, City, and/or, where applicable, Owners and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

21.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws except as otherwise prohibited by the Act. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

22. Additional Rights of Developer.

22.1. Sales and Administrative Offices. Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Community and sales and re-sales of Units and/or other properties owned by Developer or others outside of the Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Community, including Common Areas, employees in the models and offices

without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Units. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Community Completion Date.

22.2. Modification. The development and marketing of the Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend the Master Site Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

22.3. Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing, special and/or promotional events within the Community and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market the Community and Units in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Community, Common Areas, and Units constructed in the Community. All logos, trademarks, and designs used in connection with the Community are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer.

22.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Units, or other properties owned by Developer outside of the Community.

22.5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

22.6. Management. Developer may manage the Common Areas by contract with Association.

22.7. Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance and other purposes over, under, upon and across the Common Areas. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. As an illustration, Developer may grant as easement for utilities, irrigation, drainage lines or electrical lines over any portion of the Common Areas so long as such easement is outside the footprint of the foundation of any Condominium. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

22.8. Telecommunications Services

22.8.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of such Telecommunications Service for the Condominiums. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

22.8.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right of way across, over, under and upon the Common Areas and Condominiums for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Common Areas and Condominiums for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominiums, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Operating Costs of Association and shall be assessed as a part of the Assessments.

22.8.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas, Condominiums and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas, Condominiums and/or any Unit disturbed by such work, all at such

Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas, Condominiums and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

22.8.4. Developer's Rights. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

22.9. Monitoring System.

22.9.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Community. Prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Owners specifically acknowledge that the Community may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

22.9.2. Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

22.10. Part of Operating Costs. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Operating Costs of Association and may be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to the Community. Each Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in Palm Beach County that are not subject to a homeowners association or condominium association.

22.11. Owners' Responsibility. All Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer for any loss that a Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium or any residential subdivision contained therein. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

22.12. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and to recover all costs relating thereto including, without limitation, attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

22.13. Additional Development. If Developer withdraws portions of the Community from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

22.14. Representations. Developer makes no representations concerning development both within and outside the boundaries of the Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Units and buildings in all other proposed forms of ownership and/or other improvements on the Community or adjacent to or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

22.15. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

22.15.1. IT IS THE EXPRESS INTENT OF ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE COMMUNITY AND THE VALUE THEREOF; AND

22.15.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

22.15.3. THE PROVISIONS OF ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

22.16. Resolution of Disputes. **BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.**

22.17. Venue. **EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (I) EXECUTED A PURCHASE AND SALE AGREEMENT, (II) RESIDES, (III) OBTAINS FINANCING OR (IV) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN PALM BEACH COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN PALM BEACH COUNTY,**

FLORIDA AND EACH UNIT IS LOCATED IN PALM BEACH COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA.

22.18. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

23. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

24. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

25. General Provisions.

25.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

25.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

25.3. Execution of Documents. Developer's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Unit or any other portion of the Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to the Community or any portion(s) thereof.

25.4. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. . If Association fails to timely give Developer notice and/or otherwise comply with its obligations under this Section in any respect, the Developer shall be relieved of its

obligation to repair any damage, notwithstanding the fact that Developer may have been responsible to repair such damage.

25.5. Legal Action Against Developer. Any legal action brought by Association against Developer shall require the approval by vote of at least seventy-five percent (75%) of all Unit Owners. This section shall not be amended without the written consent of Developer.

25.6. Approval of Association Lawsuits by Owners. No judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by a vote of seventy-five percent (75%) of the voting interests within Association. This Section shall not, however, apply to:

25.6.1. actions brought by Association to enforce the provisions of the Association Documents (including, without limitation, the foreclosure of liens or enforcement of Rules and Regulations);

25.6.2. the imposition and collection of Assessments as provided in this Declaration;

25.6.3. proceedings involving challenges to ad valorem taxation; and/or

25.6.4. counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Developer is obtained, which may be granted or denied in its sole discretion.

25.7. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

25.8. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

25.9. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

[ADDITIONAL TEXT AND SIGNATURE APPEAR ON FOLLOWING PAGE]

25.10. Developer's Right to Seek Amendments. Developer's plan of development for the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of any document affecting title to the Community. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Unit:

25.10.1. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of any document affecting title to the Community; and

25.10.2. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of any document affecting title to the Community.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under all documents affecting title to the Community unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this _____ day of _____, 2005.

WITNESSES:

Briella Townhomes, LLC, a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____, as _____ of Briella Townhomes, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print name: _____

JOINDER

BRIELLA COMMUNITY ASSOCIATION, INC.

BRIELLA COMMUNITY ASSOCIATION, INC. ("**Association**") does hereby join in the Declaration for the Briella Community ("**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2005.

WITNESSES:

BRIELLA COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: President

{SEAL}

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as President of BRIELLA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida

Print name: _____

JOINDER
BRIELLA NO. 1 CONDOMINIUM ASSOCIATION, INC.

BRIELLA NO. 1 CONDOMINIUM ASSOCIATION, INC. ("**Association**") does hereby join in the Declaration for the Briella Community ("**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2005.

WITNESSES:

BRIELLA NO. 1 CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: President
{SEAL}

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as President of BRIELLA NO. 1 CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida

Print name: _____

JOINDER
BRIELLA NO. 2 CONDOMINIUM ASSOCIATION, INC.

BRIELLA NO. 2 CONDOMINIUM ASSOCIATION, INC. ("Association") does hereby join in the Declaration for the Briella Community ("Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2005.

WITNESSES:

BRIELLA NO. 2 CONDOMINIUM
ASSOCIATION, INC., a
Florida not-for-profit corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: President

{SEAL}

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as President of BRIELLA NO. 2 CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: _____

**JOINDER
BRIELLA NO. 3 CONDOMINIUM ASSOCIATION, INC.**

BRIELLA NO. 3 CONDOMINIUM ASSOCIATION, INC. ("Association") does hereby join in the Declaration for the Briella Community ("Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2005.

WITNESSES:

BRIELLA NO. 3 CONDOMINIUM
ASSOCIATION, INC., a
Florida not-for-profit corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: President

{SEAL}

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as President of BRIELLA NO. 3 CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: _____

**JOINDER
BRIELLA NO. 4 CONDOMINIUM ASSOCIATION, INC.**

BRIELLA NO. 4 CONDOMINIUM ASSOCIATION, INC. ("Association") does hereby join in the Declaration for the Briella Community ("Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2005.

WITNESSES:

BRIELLA NO. 4 CONDOMINIUM
ASSOCIATION, INC., a
Florida not-for-profit corporation

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: President
_____ {SEAL}

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as President of BRIELLA NO. 4 CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: _____

**CONSENT TO
DECLARATION FOR THE
BRIELLA COMMUNITY**

Wachovia Bank., a national association ("**Bank**"), the holder of a mortgage ("**Mortgage**") recorded in Official Records Book _____, Page _____ Public Records of Palm Beach County, Florida, which encumbers the Land described in **Exhibit 1**, does hereby Consent to the Declaration For Briella Community, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this _____ day of _____, 200__.

WITNESSES:

Wachovia Bank, a national association

Print name:_____

Print name:_____

By:_____

Name:_____

Title:_____

(SEAL)

STATE OF _____)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__ by _____ as _____ of WACHOVIA BANK, a national association, who is personally known to me or who produced _____ as identification, on behalf of the _____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, State of _____
Print name:_____

EXHIBIT 1
LEGAL DESCRIPTION

EXHIBIT 2

ARTICLES OF INCORPORATION

EXHIBIT 3

BY-LAWS

EXHIBIT 4
MASTER SITE PLAN

EXHIBIT 5

PERMIT

EXHIBIT 6

BRIELLA PUD DOCUMENTS

EXHIBIT 7
COMMON AREAS