

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

THE SANCTUARY AT KENSINGTON

Dated: September 1, 1994

Prepared By:

Chad L. Gates, Esq.
Neimark & Neimark P.A.
Suite 420
800 Corporate Drive
Fort Lauderdale, FL 33334

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

THE SANCTUARY AT KENSINGTON

TABLE OF CONTENTS

	<u>Page</u>
Article 1: <u>DEFINITIONS</u>	
1.01 Affiliate	7
1.02 Architectural Review Committee	7
1.03 Articles	7
1.04 Assessment(s)	7
1.05 Association	7
1.06 Board of Directors	7
1.07 Buffer Areas	7
1.08 Bylaws	7
1.09 City	7
1.10 Common Assessment	7
1.11 Common Expenses	8
1.12 Common Properties	8
1.13 County	8
1.14 Declarant	8
1.15 Declaration	8
1.16 Family	8
1.17 Guaranty Period	9
1.18 Improvement	9
1.19 Individual Assessment	9
1.20 Institutional Mortgage	9
1.21 Institutional Mortgagee	9
1.22 Lot	9
1.23 Management Company	10
1.24 Master Covenants	10
1.25 Members	10
1.26 Notice and Hearing	10
1.27 Owner	10
1.28 Person	10
1.29 Project	10
1.30 Property Plan	10
1.31 Residential Property	10
1.32 Rules	11
1.33 Special Assessment	11
1.34 Supplemental Declaration	11
 Article 2: <u>OWNER'S PROPERTY RIGHTS: EASEMENTS</u>	
2.01 Owner's Easements of Enjoyment	12
2.02 Delegation of Use	13

2.03	Waiver of Use	13
2.04	Title to the Common Properties	13
2.05	Access	14
2.06	Utilities	14
2.07	Declarant	14
2.08	Service	14
2.09	Lot Line Encroachments	14
2.10	Association	15
2.11	Execution	15
Article 3:	<u>MEMBERSHIP IN ASSOCIATION</u>	
3.01	Membership	17
3.02	Co-Ownership of Lots	17
Article 4:	<u>VOTING RIGHTS</u>	
4.01	Classes of Voting Membership	18
4.02	Declarant Control of Board; Turnover	18
Article 5:	<u>FUNCTIONS OF THE ASSOCIATION</u>	
5.01	Through Board Action	19
5.02	Required Services	19
5.03	Authorized Services	20
5.04	Actions by Association	21
Article 6:	<u>COVENANT FOR ASSESSMENTS</u>	
6.01	Obligation for Assessments	22
6.02	Common Assessments	22
6.03	Amount of Common Assessments; When Payable	22
6.04	Declarant Guaranty of Assessments	23
6.05	Individual Assessments	23
6.06	Special Assessments	24
6.07	Notice for any Special Assessment	24
6.08	Proportionate Share of Assessment	24
6.09	Financial Reports	24
6.10	Assessment Roster and Notices	25
6.11	Due Dates for Special or Individual Assessments	25
6.12	Working Capital Contribution	25
Article 7:	<u>EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION</u>	
7.01	Effect of Non-Payment of Assessments;	

Remedies of the Association	26
7.02 Notice of Lien	27
7.03 Subordination of the Lien to Institutional Mortgages	27
7.04 Foreclosure Sale	28
7.05 Curing of Default	28
7.06 Cumulative Remedies	28
 Article 8: <u>RIGHTS OF INSTITUTIONAL MORTGAGEES</u>	
8.01 General Lender Rights	29
8.02 Financial Statement	29
8.03 Amendments	29
8.04 Additional Lender Rights	29
 Article 9: <u>MAINTENANCE AND REPAIR OBLIGATIONS</u>	
9.01 Maintenance Obligations of Owners	31
9.02 Maintenance Obligations of Association	31
 Article 10: <u>USE RESTRICTIONS</u>	32
 Article 11: <u>DAMAGE OR DESTRUCTION TO COMMON PROPERTIES</u>	35
 Article 12: <u>INSURANCE</u>	
12.01 Common Properties	37
12.02 Replacement or Repair of Project	37
12.03 Waiver of Subordination	37
12.04 Liability and Other Insurance	37
 Article 13: <u>TRANSFER RESTRICTION</u>	
13.01 Approval	39
13.02 Exempt Sales, Leases and Conveyances	39
 Article 14: <u>GENERAL PROVISIONS</u>	
14.01 Enforcement	41
14.02 Severability	41
14.03 Term	41
14.04 Interpretation	42
14.05 Amendments	42
14.06 No Public Right or Dedication	43
14.07 Constructive Notice and Acceptance	43
14.08 Notices	43
14.09 No Representations or Warranties	44
14.10 Declarant Exemption	44
14.11 Information	44
14.12 Voidability of Contracts	44
14.13 Assignability of Declarant's Rights	44

14.14	Cable Television Rights of Declarant	44
14.15	Extended Meaning of Declarant's Project	45
14.16	Priority of Documents	45
Article 15:	<u>ARCHITECTURAL CONTROL</u>	
15.01	Members of the Committee	46
15.02	Review of Proposed Construction	46
15.03	No Waiver of Future Approvals	47
15.04	Compensation for Members	47
15.05	Liability of the Committee	47
15.06	Inspection of Work	48
15.07	Declarant's Exemption	48
15.08	Florida National Properties	48

EXHIBITS

- A - Legal Description of Project
- B - Plat Exemption for The Sanctuary at Kensington
- C - Articles of Incorporation
- D - By-Laws

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

THE SANCTUARY AT KENSINGTON

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE SANCTUARY AT KENSINGTON, ("Declaration") is made this 1st day of September, 1994, by D.R HORTON, INC., a Delaware corporation, its successors and assigns (hereinafter referred to as the "Declarant"), and joined in by THE SANCTUARY AT KENSINGTON HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

R E C I T A L S

A. Declarant owns certain real property located in Broward County, Florida (hereinafter defined as the "Project"), which is more particularly described on Exhibit "A" attached hereto, and is graphically described on the "Plat Exemption," (as hereinafter defined) attached hereto as Exhibit "B".

B. In order to provide for the orderly development and efficient operation of the Project and to maintain the values thereof, Declarant intends to develop the Project pursuant to a general plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitude, liens and charges, all running with the Project as hereinafter set forth.

C. In connection with the foregoing, Declarant deems it desirable to create the Association, a corporation not for profit, under the laws of the State of Florida, to which certain rights, powers, duties and obligations for the Project have been delegated and assigned, including, without limitation, operation, administration, maintenance and repair of portions of the Project, including the "Common Properties," as hereinafter defined, and administering and enforcing the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Project shall be hereafter owned, used, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Project, and shall be binding on all parties having any right, title or interest in the Project, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

ARTICLE 1
DEFINITIONS

1.01. "Affiliate" shall mean and refer to any "Person" (as hereinafter deed) which, directly or indirectly, has any ownership interest in Declarant or in which Declarant has any ownership interest, directly or indirectly.

1.02. "Architectural Review Committee" ("Committee") shall be the Board acting in the capacity of the Architectural Committee pursuant to Section 15.01 hereof.

1.03. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a copy of which is attached hereto as Exhibit "D," as such Articles may be amended from time to time.

1.04. "Assessment(s)" shall mean and refer to "Common Assessments," "Individual Assessments," and "Special Assessments" (as each is hereinafter defined) collectively, as the context may require.

1.05. "Association" shall mean and refer to The Sanctuary at Kensington Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

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

1.07. "Buffer Areas" shall mean and refer to those portions of the Project which are declared as being Buffer Areas or Planting Strips in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), including, where the context requires or permits, any "Improvements" (as hereinafter defined) thereon. Declarant hereby declares the property noted in Exhibit "B" attached hereto to be the initial Buffer Areas.

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

1.09. "City" shall mean and refer to the City of Coral Springs, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.

1.10. "Common Assessment" shall mean and refer to the charge against all Owners and their "Lots" (as hereinafter defined), representing their proportionate share of the routine Common Expenses of the Association.

1. 11. "Common Expenses" shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties, including reserves for the foregoing to the extent adopted as part of the Association's budget, as provided in the By-Laws, including, without limitation: (a) unpaid Assessments; (b) the costs of any and all commonly metered utilities, cable or master television charges, if any, and other commonly-metered charges for the Common Properties; (c) costs of management, operation and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other agents, employees, or independent contractors; (d) costs of all gardening and other services benefitting the Common Properties, including all recreational facilities thereon; (e) costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with the Association or the Common Properties; (f) taxes paid by the Association, including real property taxes for the Common Properties, if any; (g) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; (h) costs required to be paid for landscaping and road maintenance required by the City; and (i) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, the Association's rights or duties hereunder, and/or for the benefit of the Owners or the Project.

1.12. "Common Properties" shall mean and refer to those portions of the Project which are declared as being Common Properties in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), including, where the context requires or permits, any "Improvements" (as hereinafter defined) thereon or any personal property owned by the Association and used or useful in connection with the operation of the Common Properties. Common Properties are for the common use and enjoyment of the Owners, subject to the rights hereunder of Declarant and others. Declarant hereby declares the property described in Exhibit "B", Tracks "A", "B" and "C" attached hereto to be the initial Common Properties.

1.13. "County" shall mean and refer to Broward County, Florida.

1.14. "Declarant" shall mean and refer to D.R. Horton, Inc. (Horton), a Delaware corporation, presently doing business in Coral Springs, Florida and any assignee of Declarant's rights hereunder in accordance with Section 14.13 hereof.

1.15. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.16. "Family" shall mean and refer to (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than three (3) persons not so related who maintain a common household on a Lot.

1.17. "Guaranty Period" shall mean and refer to the period during which Declarant has guaranteed to fund deficits in the Association's operating budget, as described in Section 6.04 hereof.

1.18. "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Project, including, but not limited to, buildings, fixtures, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and exterior air-conditioning and water-softener fixtures or equipment, if any.

1.19. "Individual Assessment" shall mean and refer to a charge against one or more Owners and their Lots, directly attributable to such Owner(s)' failure to duly perform their obligations hereunder, and the Association's enforcement of this Declaration against such Owner(s) and/or Lot(s), as further described in Section 6.05 hereof.

1.20. "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of Declarant, a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender. Institutional Mortgage shall also mean and include a mortgage held by (i) any lender having advanced funds to Declarant for the purpose of acquiring or developing the Project or (ii) the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration and Federal Housing Administration or any other agency of the United States of America holding, guarantying or issuing a first mortgage on a Lot.

1.21. "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.

1.22. "Lot" shall mean and refer to each separate parcel described on Exhibit "B" attached hereto, or any other property designated as a Lot in any Supplemental Declaration, together with any improvements which may be constructed thereon.

1.23. "Management Company" shall mean and refer to the person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations, or functions of the Association.

1.24. "Master Covenants" shall mean and refer to the Declaration of Restrictions and Protective Covenants for Parcel "A" Kensington dated December 21, 1993, recorded on December 22, 1993, in Official Records Book 21548, at Page 396, of the Public Records of Broward County, as amended from time to time.

1.25. "Members" shall mean and refer to any Persons who are entitled to membership in the Association, as provided in Article 3 hereof.

1.26. "Notice and Hearing" shall mean and refer to written notice and a public hearing before a tribunal appointed by the Board, at which the Owner charged with a particular offense shall have an opportunity to be heard in person or by counsel at such Owner's expense and as otherwise provided in the By-Laws.

1.27. "Owner" shall mean and refer to a record owner of any percentage of the fee simple interest in a Lot, including Declarant, but excluding those Persons having an interest in a Lot merely as security for the performance of an obligation. For purposes of Article 10 of this Declaration only, unless the context otherwise requires, the term Owner shall also include the Family, invitees, licensees, lessees and sublessee of any Owner, and any other permitted user or occupant of a Lot. If a Lot is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally.

1.28. "Person" shall mean and refer to any of an individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with the legal right to hold title to real property.

1.29. "Project" shall mean and refer to that certain real property more particularly described on Exhibit "A" attached hereto, consisting of the "Residential Property," as hereinafter defined, and the Common Properties, as each may be amended in accordance with this Declaration.

1.30. "Plat Exemption" shall mean and refer to the graphic rendering of the Project attached hereto as Exhibit "B."

1.31. "Residential Property" shall mean and refer to all property within the Project which is not Common Properties, and which is not otherwise dedicated, restricted or limited for non-residential use. The initial Residential Property shall consist of the Lots described in Exhibit "B" attached hereto, as amended

from time to time.

1.32. "Rules" shall mean and refer to the Rules and Regulations which are duly adopted by the Association from time to time.

1.33. "Special Assessment" shall mean and refer to a charge against all Owners and their Lots, representing their proportionate share of the cost incurred by the Association for: (i) reconstruction of any portion or portions of improvements located on the Common Properties pursuant to the provisions of this Declaration; (ii) installation or construction of any capital improvements on any portion of the Common Properties which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay shortages in Common Expenses of the Association, after collections of Common Assessments, as further described in Section 6.06 hereof.

1.34. "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration or for the purpose of declaring certain portions of the Project as Common Properties or as Residential Property.

The foregoing definitions shall be applicable to this Declaration, as amended from time to time, and also to any Supplemental Declaration, unless specifically stated to the contrary herein or therein.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 2
OWNER'S PROPERTY RIGHTS: EASEMENTS

2.01. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which shall be appurtenant to and shall pass with title to every Lot, subject to the following conditions:

A. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties at any one time.

B. The right of the Association to establish Rules pertaining to the use of the Common Properties, including, but not limited to, the right and obligation of the Association to enforce all parking and other restrictions within the Common Properties.

C. The Common Properties shall not be used for "private events" (i.e., functions to which all Members are not invited and in good faith encouraged to attend).

D. The right of the Association, in accordance with the Articles, By-Laws and this Declaration, with the vote or written assent of Members entitled to cast two-thirds (2/3) of the votes of Members in the Association, to borrow money for the purpose of improving the Common Properties, in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

E. The right of the Association to suspend the right of an Owner to use the Common Properties (except means of ingress and egress) for any Owner, except Declarant or an Affiliate, for: (i) any period during which any Assessment against an Owner's Lot remains unpaid and delinquent; and (ii) a period not to exceed thirty (30) days for any other single infraction of this Declaration or the Rules of the Association, provided that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the By-Laws.

F. The right of the Association to dedicate, grant, release, convey, alienate or transfer all or any part of the Common Properties to any public agency, authority, utility or private party or entity. No such dedication, grant, release, conveyance, alienation or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3) of the votes of Members in the Association, except the granting of non-exclusive

easements to public agencies or public utilities, including cable television, or for private purposes which do not materially adversely affect the rights of Owners to enjoy the Common Properties (as determined in the reasonable discretion of the Board), may be made by the Board without approval of the Members.

G. The right of Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, marketing, advertising, display, signs, access, construction, ingress, egress, exhibit and any other activities or purposes.

H. The right of the Association to construct, replace or repair any improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.

I. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties.

J. The rights of Florida National Properties, Inc., a Florida corporation, its successors and assigns, as declarant, as set forth in the Master Covenants.

K. The right of Declarant to grant such other easements over the Common Properties as Declarant deems appropriate (which easements shall be similarly granted by the Association).

Anything to the contrary herein notwithstanding, no action authorized in subparagraphs (A), (B), (C), (D), (F), (H) or (I) above shall be taken without the prior written consent of Declarant as long as Declarant owns any Lot.

2.02. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties and facilities to the members of the Owner's Family, in accordance with the By-Laws. Any Owner may so delegate such rights to the Owner's tenants who reside on the respective Lot, subject to the Rules and other reasonable regulations imposed by the Board. However, no such delegation shall relieve the Owner from any of his obligations hereunder.

2.03. Waiver of Use. No Owner may be exempt from personal liability for Assessments duly levied by the Association, or cause a release of the Lot owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot.

2.04. Title to the Common Properties. After all improvements anticipated to be constructed in the Project have been constructed and conveyed to purchasers, or sooner at the option of Declarant, Declarant shall convey to the Association the fee simple title to the Common Properties and the Association shall

accept said conveyance. Declarant, and thereafter the Association, shall hold title to the Common Properties for the benefit of those Persons entitled to use same under the provisions hereof. Declarant may mortgage the Common Properties to finance the original development and construction thereof, provided that the Common Properties shall be free and clear of all mortgages at the time of conveyance to the Association, and the Association shall not be liable for payment of the debt secured by such mortgage(s).

2.05. Access. Declarant reserves unto itself, and Designees, Affiliates, and all Owners, including their respective tenants, invitees and Institutional Mortgagees, perpetual, non-exclusive easements of ingress and egress over and across any private streets and access ways constructed on the Common Properties from time to time.

2.06. Utilities. The Project shall be subject to such non-exclusive easements as may be determined in the sole discretion of Declarant for utilities, including, but not limited to, water, sewer, electric and cable television, as may be reasonably required to properly and adequately serve the Project or other portions of the Project as it exists from time to time. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Project and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof. Such easements shall survive any termination of this Declaration.

2.07. Declarant. Declarant hereby reserves such non-exclusive easements as are necessary (in Declarant's reasonable discretion) in order to exercise its rights hereunder and otherwise market and develop the Project. The Project shall be subject to any and all such easements deemed necessary by Declarant. Any easement rights created by this Declaration, generally or specifically, in favor of Declarant may be assigned by Declarant, partially or otherwise, without the consent or joinder of the Association or the Owners.

2.08. Service. Declarant hereby grants to delivery, courier, trash removal, fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant to service the Project, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration.

2.09. Lot Line Encroachments. Certain dwellings and other

improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, roof overhangs, gutters, or fences may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line between the Lot upon which said dwelling is located and an adjoining Lot. In all such cases, said adjoining Lot shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading. As to each Lot, easements are granted to the adjoining Lot for the use and enjoyment of open space, landscaping irrigation and related purposes over any off-set areas between the Lot line and the outside face of the building wall. As the nature of zero lot line dwelling construction and maintenance requires entry upon the yard areas of the adjoining dwelling for the purposes of constructing, maintaining and repairing those portions of the building and accessory privacy walls built adjacent to the common Lot line, and for the purposes of maintaining and utilizing any outdoor yard area which might lie between the outside face of the Lot line wall and the Lot property line, non-exclusive rights over the necessary portions of the adjacent yard areas are granted in favor of the adjoining Lot and its respective Owner and the Association for such purposes as may be applicable. However, no exercise of any such easement and appurtenant rights created pursuant to this Section 2.09 shall unreasonably interfere with the use of the Lot subject to same. Any easements and rights granted pursuant to this Section 2.09 shall survive any termination of this Declaration.

2.10. Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Project as may reasonably be necessary for the Association to perform its services required and authorized hereunder. An easement is hereby granted in favor of the Association, including its agents and contractors, over the area five feet in width along the "non-zero" Lot line and the rear Lot line of each Lot for drainage purposes. Furthermore, a non-exclusive easement is hereby granted in favor of the Association and its agents and contractors over the Buffer Areas for the purpose of maintaining landscaped areas therein.

2.11. Execution. If and to the extent that the creation of any of the easements described in this Article 2 requires the joinder of Owners, then Declarant may, by its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments required. The Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint Declarant, through its duly

authorized officers, as their proper and legal agent or attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article 2 shall recite that it is made pursuant to this Article 2.11.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 3
MEMBERSHIP IN ASSOCIATION

3.01. Membership. Every Owner of a Lot, including Declarant, shall be a Member of the Association (hereinafter referred to as "Membership"). Membership in the Association, except for Membership of Declarant, shall be appurtenant to and may not be separated from the Lot. Except as to Declarant, ownership of a Lot shall be the sole qualification for Membership in the Association.

3.02. Co-Ownership of Lots. When more than one Person owns an interest in any Lot (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. All Co-Owners of each Lot shall designate in writing to the Secretary of the Association one of their number to so vote the interests of their Lot. Fractional votes shall not be allowed. The vote for each Lot shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Lot shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Lot. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the By-Laws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, and in the Articles and By-Laws (to the extent applicable). If a Lot is owned by a corporation or other entity, the individual entitled to vote for the Lot shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 4
VOTING RIGHTS

4.01. Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners including Declarant. Class A Members shall be entitled to one (1) vote, in accordance with the By-Laws, for each Lot they own.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote that all Class A Members are entitled to cast at any time, thus giving the Class B Member a 2/3 majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

- (1) January 1, 2009; or
- (2) the date on which the Declarant neither owns, maintains or controls, either as owner, lessee, or assignee any interest in a Lot or improvement at the project; or
- (3) termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership.

Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member.

4.02 Declarant Control of Board: Turnover. So long as there shall be a Class B membership as set forth in the Declaration, vesting voting control of the Association in Declarant, Declarant shall have the right to appoint and replace all Directors and Officers; provided, however, upon the sale and transfer by Declarant of seventy (70) Lots to Owners other than Declarant, the Members, other than Declarant, shall be entitled to elect, at a meeting of Members, one (1) Director to the Board. Upon the election of such Director by Members other than Declarant, Declarant shall designate one of Directors appointed by it to resign. This procedure is intended to give Members other than the Declarant a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Declarant Members and (ii) to promote the ability of non-Declarant Members to manage the Association, in anticipation of turnover.

ARTICLE 5
FUNCTIONS OF THE ASSOCIATION

5.01. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board; the Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or By-Laws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.02. Required Services. In addition to those other responsibilities specified in the Articles or By-Laws, the Association shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

A. All painting and maintenance of the Common Properties, and all improvements thereon, as and when deemed necessary by the Board.

B. Maintenance and care for landscaped areas and the irrigation system within the Common Properties and the Buffer Areas. The Owner shall be responsible for the maintenance of the landscaping and irrigation system for the sides, rear and front of each Lot, any property from the rear Lot line to the edge of any adjacent water surface (e.g., lake or canal). No Owner shall be permitted to move, alter, or otherwise modify, any of the irrigation facilities, whether located on Common Properties or any Lot, or the landscaping in the Buffer Areas, without the prior written consent of the Association in each case. Any alteration to the irrigation system must be performed by an Association approved party. Neither the Association nor Declarant shall at any time be liable for any loss or damage which may occur to any plants, trees, or similar landscaping, which the owner has installed on the Lot due to or caused by insufficient irrigation to the Lot. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties and the Lots will be irrigated.

C. Maintenance of any and all streets, roads, driveways, sidewalks, paths and entry features, road and Lot drainage, including curbs, street gutters, storm sewers and swales, throughout the Common Properties which have not been dedicated to the public or any governmental body.

D. Payment of property taxes with respect to the Common Properties both prior to and after conveyance of same by Declarant to the Association. This provision for payment of taxes by the Association prior to conveyance of legal title

is predicated upon the Members' use of and benefit from the Common Properties by virtue of easements created herein.

E. Operation of the Common Properties in accordance with the Rules and other standards adopted by the Board from time to time both prior to and after conveyance of same by Declarant to the Association.

F. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Project and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Project, or in the Articles or By-Laws.

G. Conducting business of the Association, including, but not limited to, administrative services such as legal, accounting and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.

H. Purchasing insurance as may be required hereby or by the By-Laws and any other insurance to the extent deemed necessary or desirable by the Board.

I. Acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association by Declarant.

5.03. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

A. Lighting of roads, sidewalks, walks and paths throughout the Project;

B. Fire protection and prevention;

C. Protection and security, including, but not limited to, the employment of security guards within the Project;

D. Maintenance of electronic and other surveillance devices;

E. Installation, operation and maintenance of cable television facilities or other communication systems throughout the Project;

F. Such other services as are authorized in the Articles

or By-Laws;

G. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to the Project to the extent such care would, in the reasonable determination of the Board, be beneficial to the Project and to the extent that the Association has been granted the right or been required to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;

H. Emergency repairs and other work, including maintenance, on Lots reasonably necessary for the proper maintenance, preservation and operation of the Project.

5.04. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 7 hereof, (ii) collection of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 5.04, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.04 may not be amended.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.01. Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Individual Assessments, and (3) Special Assessments, hereinafter collectively described as the "Assessments." All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Lot and Owners thereof (except Declarant, Affiliates and Declarant and Affiliate-owned Lots) for its respective Assessments shall commence the day on which title to the Lot is conveyed by Declarant (or Affiliate) to the first purchaser thereof (other than an Affiliate) and shall be prorated from such date. The obligation of Declarant, Affiliates and Declarant and Affiliate-owned Lots for Assessments shall commence on the expiration of the Guaranty Period described in Section 6.04 hereof.

All Assessments, together with interest, costs, late charges and reasonable attorneys' fees for the collection thereof, shall be a charge on each Lot (except for Declarant and Affiliate-owned Lots described above) and shall be a continuing lien thereon as more particularly described in Article 7 hereof. Each such Assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Owner and the successors-in-title to such Owner. The Association shall be entitled to take such actions and to expend such sums as are reasonably believed by it to be necessary for the protection of its lien as to particular Lots, and to add the full cost thereof to its claim for Assessments due.

6.02. Common Assessments. The Common Assessments levied by the Association shall be used exclusively to pay routine Common Expenses. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse Declarant for any start-up expenses advanced by Declarant.

6.03. Amount of Common Assessments; When Payable. At least ten (10) days prior to the beginning of each fiscal year (or within 30 days following recording of this Declaration for the balance of 1994), the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during

the coming year in performing its functions under this Declaration. The annual Common Assessment for each Lot shall equal the amount of the estimated operating budget, as adopted pursuant to the By-Laws (less any surplus or plus any deficit from prior years), divided by the total number of Lots in the Project. From time to time during the fiscal year, the Board may modify the budget for the fiscal year and, upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Declarant and Affiliates (and Lots owned by them) shall be exempt from payment of any Assessments during the Guaranty Period, as provided in Section 6.04 of this Declaration. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable by January 31st of each year unless determined by the Board, from time to time, to be payable more or less frequently. The budget and Assessment procedure shall be further subject to the provisions of the By-Laws.

6.04. Declarant Guaranty of Assessments. Declarant hereby guarantees to each Owner that Common Assessments on each Lot through December 31, 1995 will not exceed \$300.00 (\$25.00 per month) on an annualized basis. Such guaranty shall be in effect for the period from the date of recording hereof until December 31, 1995 (the "Guaranty Period"). However, Declarant shall have the right, in its sole discretion, to extend the Guaranty Period beyond December 31, 1995 on one or more occasions by written notice to the Association. Such notice shall specify the new expiration date for the Guaranty Period and the revised amount of the annualized Common Assessment guaranty. If it has not already expired, the Guaranty Period shall automatically terminate on the date upon which Declarant shall cease to control the Association, as provided in Section 4.15 of the By-Laws. Declarant shall pay any amount of Common Expenses actually incurred during the Guaranty Period not covered by (a) Assessments at the guaranteed level receivable from Owners other than Declarant and Affiliates and (b) all other income of the Association of any kind whatsoever (including, but not limited to, interest, user fees, and income from vending machines) but excluding (i) reserves, to the extent adopted by the Board, (ii) any costs of reconstruction or repair due to casualty and not recovered as insurance proceeds, and (iii) Common Expenses which are made the subject of a Special Assessment, subsequent to the guaranty period, unless extended. Any Lot, whether improved or unimproved, controlled in whole or in part by Declarant shall not be assessed in excess of ten dollars (\$10.00) per month or one hundred twenty dollars (\$120.00) on an annualized basis. This Declaration is subject to any further limitations on the liability of Declarant for Assessments as are set forth in the By-Laws, including, without limitation, in paragraphs 5, 9 and 11 thereof.

6.05. Individual Assessments. Any maintenance, repair, or replacement within the Project arising out of or caused by the

willful or negligent act of an Owner, including the Owner's family, tenants, guests or invitees, shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Lot, to the extent proceeds of insurance are not collected with respect to such loss. Any maintenance, repair, or replacement within the Property arising out of or caused by an Owner's failure to comply with the Master Covenants (and the discharge of any lien or claim of lien arising in favor of the declarant under the Master Covenants as a result of such failure to comply) shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Lot. Additionally, any fine imposed by the Board in accordance with the By-Laws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, By-Laws, or Rules, shall be charged to such Owner and the Owner's respective Lot as an Individual Assessment.

6.06. Special Assessments. In addition to the Common and Individual Assessments authorized above, the Board may levy, in any fiscal year, in accordance with the By-Laws, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital improvement upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other extraordinary Common Expense of the Association, including shortfalls in Common Assessments. Special Assessments are not covered by Declarant's guaranty of maximum Common Assessments set forth in Section 6.04 hereof.

6.07. Notice for any Special Assessment. Written notice of any meeting of Members called for the purpose of authorizing a Special Assessment shall be sent to all Members not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled, subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

6.08. Proportionate Share of Assessment. Common Assessments and Special Assessments provided for in this Article 6 shall be allocated and assessed equally among all Lots, except for Lots owned by Declarant or an Affiliate, to the extent permitted by this Article 6.

6.09. Financial Reports. Within ninety (90) days after control of the Association is turned over to Owners other than Declarant, Declarant at its expense shall cause to be prepared a balance sheet and operating statement reflecting income and expenditures of the Association for the period from the commencement of operations of the Association to turnover, which shall be audited by an independent certified public accountant.

Within ninety (90) days following the end of each fiscal year after turnover, the Member Board of Directors at the Association expense shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the preceding fiscal year. The Board of Directors shall cause to be distributed a copy of each such statement to each Member, and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board. Such financial statements shall be, at a minimum, reviewed by an independent certified public accountant, and at the election and expense of the Board, may be audited.

6.10. Assessment Roster and Notices. The Association shall maintain a roster of the amount of all Assessments against each Lot, which shall be calculated in accordance with this Article 6. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser or the purchaser's mortgagee a certificate in writing signed by an officer of the Association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee, shall be conclusive as to the information set forth therein.

6.11. Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment shall be payable within thirty (30) days after the Owner shall have been notified thereof, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

6.12. Working Capital Contribution. Upon the initial conveyance from the Declarant of each Lot and completed residence to any Person, other than (i) an Affiliate, or (ii) an Institutional Mortgagee, acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Association a one-time, non-refundable sum equal to Two Hundred Dollars (\$200.00) as a working capital contribution ("Contribution") to the Association. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds available to advance utility deposits and start-up expenses, including insurance premiums.

ARTICLE 7
EFFECT OF NON-PAYMENT OF
ASSESSMENTS: REMEDIES OF THE ASSOCIATION

7.01. Effect of Non-Payment of Assessments: Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. Such lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' fees at all tribunal levels, late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or any greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be further required by the Board to pay a late charge equal to an amount not greater than the amount of the unpaid installment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its lien against the Lot of such Owner(s), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Assessments for the then current fiscal year to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in any manner authorized by law and this Declaration.

Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next

toward reasonable attorneys' fees and costs incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner for the enforcement of its lien; next towards interest and late charges on any Assessments or other monies due to the Association, as provided herein, and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

7.02. Notice of Lien. No action shall be brought to foreclose the lien for Assessments herein created unless at least thirty (30) days has expired following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Lot (in the event that a Lot has Co-Owners, notice may be served solely upon the Co-Owner identified pursuant to Section 3.02 hereof) at the last address provided to the Association by such Owner, and a copy thereof has been recorded by the Association in the Public Records of the County. The Notice of Lien must recite a good and sufficient legal description of any such Lot, the record Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the rate set forth in Section 7.01 hereof, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien and late charges), and the name and address of the Association as claimant. Such Notice of Lien shall be signed and acknowledged by a duly authorized officer or agent of the Association. Filing of the Notice of Lien shall not be a prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of Section 7.03 hereof). The lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, charges, interest and reasonable attorneys' fees which accrue subsequent to filing the Notice of Lien.

7.03. Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage made in good faith and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any interest in any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the lien of such Assessments as to installments and other sums which became due prior to such sale or transfer. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferee, but not as to the Owner of the Lot at the time the Assessments were due. However, no sale or transfer shall relieve the transferee of such Lot from

liability for any installments of Assessments thereafter becoming due or from the lien therefor.

7.04. Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through a duly authorized officer or agent, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

7.05. Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association but prior to a final judgment of foreclosure thereof (including payment of all delinquent principal, interest, late charges, attorneys' fees and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00), to cover the cost of preparing and recording such release.

7.06. Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law or in equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 8
RIGHTS OF INSTITUTIONAL MORTGAGEES

8.01. General Lender Rights. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any Institutional Mortgage encumbering a Lot or residence on a Lot, such Institutional Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, shall be entitled to prompt written notice of:

A. any condemnation or casualty loss that affects either a material portion of the Project or any Lot or residence on a Lot encumbered by its Institutional Mortgage;

B. any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or residence on a Lot on which it holds the Institutional Mortgage;

C. a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. any proposed action which requires the consent of a specified percentage of Institutional Mortgagees.

8.02. Financial Statement. Any Institutional Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year, pursuant to Section 6.09 hereof.

8.03 Amendments. Any Institutional Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or By-Laws, or prior to the effective date of any termination of an agreement with the Management Company.

8.04. Additional Lender Rights. In the event that any party which has financed the construction of the Project (the "Acquiring Party") acquires title to any Lot(s) owned by Declarant (or on which Declarant held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Declarant hereunder (and under the Articles of Incorporation, By-Laws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the

contrary contained in this Declaration (or in the aforesaid Articles of Incorporation, By-Laws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Declarant (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Declarant or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges (i) as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles of Incorporation, By-Laws or Rules and Regulations) and (ii) in its construction loan documents.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.01. Maintenance Obligations of Owners. Except for the duty of the Association to provide for maintenance and other services as enunciated in Section 5.02 of this Declaration, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair, replace and restore the Lot (and any property between the rear Lot line and any adjacent lake or canal), including all improvements located thereon as may be subject to the Owner's control, in a neat, sanitary and attractive condition. Owner's of Lots 1-12 shall be solely responsible for the maintenance and upkeep of the fence and hedge abutting their respective Lot. In the event that any portion of such Lot falls into disrepair or is not so maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or which otherwise violates this Declaration, the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, to correct such condition and to enter upon such Lot to make such repairs or to perform such maintenance. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective Lot. The Owner of such Lot shall pay promptly all amounts due for such work. Any costs and expenses of collection may be added, at the option of the Board of Directors, to the Individual Assessment.

9.02. Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all improvements thereon, as well as portions of the Lots, as more fully described in Section 5.02 hereof. The maintenance obligations of the Association shall include all commonly metered utilities, and any and all utility facilities and buildings or other structures situated on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine, in its sole judgment, to be appropriate.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 10
USE RESTRICTIONS

The Project shall be held, used and enjoyed subject to the following limitations and restrictions; provided, however, no such restrictions shall apply to Declarant or its Affiliates:

A. Owners shall store personal property within their dwelling or appropriate enclosures on their respective Lots.

B. No garbage cans, supplies, milk bottles, or other articles shall be placed on patios, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken or hung from any exterior portion of any Lot. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited ONLY in the areas and on the days designated by the Board. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

C. Automobiles, Commercial Vehicles and Boats. Except as provided below, no commercial truck, commercial van, bus, mobile home, motor home, camper, trailer, or similar vehicle may be parked on the Project at any time unless totally enclosed in a garage and not visible from the outside. No recreational vehicle of any kind shall be parked on the Project overnight. Prohibited vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by substantial proof. No vehicles shall be repaired within the Project, except on an emergency basis. No commercial vehicle of any kind shall be permitted to be parked on the Project for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of improvements or items therein. No vehicle shall be left within the Project for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. Except as provided below, no boat, watercraft or boat trailer shall be stored in the Project, unless totally enclosed in a garage and not visible from the outside. The Association may, but shall not be obligated to, designate certain portions of the Common Properties, which may be relocated from time to time, for the parking of

commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this subparagraph C may, in the sole and absolute discretion of the Association, be terminated for such use without cause. The Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

D. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

E. No Owner shall make or permit to be made by his family, tenants, invitees, employees, agents, visitors, and licensees, any disturbing noises, nor do or permit to be done by such persons anything that will interfere with the reasonable rights, comforts or conveniences of other Owners. No Owner shall unreasonably play or allow to be played any musical instrument or operate or allow to be operated, a phonograph, television, radio or sound amplifier, on the Owner's Lot in such a manner as to disturb or annoy other Owners.

F. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No antenna or aerial including satellite dishes of any type may be erected or installed anywhere in the Project without the written consent of the Board.

G. No sign, advertisement, notice or other lettering (except Lot addresses and Owner's names in front of Lots) shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Project without the written consent of the Board. The Board shall have the right to prohibit any signs offering property for sale or rent, or limit the size or placement of such sign.

H. Each Owner who plans to be absent from his Lot during the hurricane season shall prepare his Lot prior to his departure by:

(1) Removing all furniture, plants and other movable objects from his porch, terrace, patio, or elsewhere on his Lot, where appropriate; and

(2) Designating a responsible firm or individual to care for his Lot should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane

shutters, and such party shall be subject to the approval of the Board.

I. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved by the Board.

J. No Owner shall cause any garage on his Lot to be enclosed, converted, or otherwise remodeled to allow for residential occupancy.

K. Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as permitted by the Committee.

L. Pets and Animals. Only pets belonging to Owners (or those occupying Lots through the authority of Owners) will be allowed within the Project, subject to the following further restrictions: (1) Only common household pets may be kept in a Lot; (2) No pet shall be permitted outside a Dwelling Unit except on a leash and at all times under the control of its Owner; (3) No other animals, livestock or poultry of any kind shall be kept on any portion of the Project; (4) No pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (5) No pets shall be allowed to constitute a nuisance; (6) Each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle; (7) The Board shall have the right to promulgate Rules further restricting the keeping of pets.

M. In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by it shall have the immediate right to enter any Lot for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Lot is present at the time of such emergency.

N. There shall be no solicitation by any person anywhere in the Project for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

O. Nothing shall be done by any Owner which would increase the rate for any insurance maintained by the Association.

P. No outdoor clothes drying areas shall be permitted in the Project.

ARTICLE 11
DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the improvements on Common Properties shall be handled in the following manner:

A. In the event of damage to or destruction of improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such improvements on Common Properties to be repaired and reconstructed substantially as they previously existed.

B. If the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000.00) or less of being sufficient to effect total restoration to the improvements on the Common Properties, then the Association shall cause such improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners and Lots and no consent of Owners shall be required as otherwise would be the case in the event of a Special Assessment over Twenty-Five Thousand Dollars (\$25,000.00). Declarant, Affiliates and Declarant and Affiliate-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof.

C. If the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000.00) to effect total restoration to the improvements on the Common Properties, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (1) to rebuild and restore the improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, or (2) to rebuild and restore in a way which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) to not rebuild and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the improvements such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special meeting of Members. Declarant, Affiliates and Declarant and Affiliate-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof. Any proposed changes in the improvements must be submitted to and approved by the City

or its appropriate review committee.

D. Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's Family, tenants, guests and invitees, both minor and adult. In addition, the Association shall have the right to charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner. In the case of Co-Owners of a Lot, defined in Section 3.02 of this Declaration, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 12
INSURANCE

12.01. Common Properties. The Association shall keep all buildings, structures, fixtures and other improvements located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Except as otherwise provided herein, insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

12.02. Replacement or Repair of Project. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

12.03. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

12.04. Liability and Other Insurance. The Association must obtain insurance policies for the following: (i) errors and omission with limits not less than One Hundred Thousand dollars (\$100,000.00), (ii) general liability with limits not less than One Million dollars (\$1,000,000.00), and (iii) property damage with limits not less than One Hundred Thousand dollars (\$100,000.00). The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverages, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability

endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. Declarant's construction lender, if any, shall be named as an additional insured under such policy. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such directors' and officers' or errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, any officers of the Association and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their offices, membership on the Board or any committee thereof.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 13
SALES, LEASES, CONVEYANCES AND TRANSFERS OF LOTS

13.01. Approval. Lots shall not be sold, leased, conveyed or transferred without prior written notice to the Association. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board, from time to time. Any lease shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. No lease shall be for a period of less than six (6) months, and the proposed tenants shall consist of not more than two (2) persons per bedroom in any dwelling. Subleases of Lots are prohibited. Lots shall not be leased more than once in any six (6) month period. Notwithstanding the lease of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated. The Association must either approve or disapprove a lease within ten (10) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a certificate of Approval shall be executed by the Secretary or other authorized agent of the Association at the expense of the tenant. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease within the aforesaid period, the lease shall be deemed acceptable to the Association. The provisions of this Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any Person approved in writing by Declarant, shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Lots owned by Declarant or such Person, as the case may be, for any period and under any terms to any tenants, purchasers or transferees without the consent of any Person, including the Association, being required. The provisions of this Section 13.01 may not be amended without the consent of Declarant.

13.02. EXEMPT SALES, LEASES, CONVEYANCES AND TRANSFERS. Each of the following transactions shall be exempt from the provisions of this Article 13.

- A. A sale lease, rental conveyance between joint tenants, tenants in common, tenants by the entireties, or members of an immediate family where the grantee is granted a remainder interest in the Lot and is not intended to take immediate possession of the Lot.
- B. Any sale, lease, rental, conveyance or other transfer by Declarant, or Declarant's successors or assigns, including any entity that is a parent, affiliate or subsidiary of the declarant.

- C. Any sale, lease, rental, conveyance or other transfer by which a person, entity or Institutional Mortgagee acquires title to a Lot at a foreclosure sale or by deed in lieu of foreclosure; and
- D. Any sale, lease, rental, conveyance or other transfer by an Institutional Mortgagee.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 14
GENERAL PROVISIONS

14.01. Enforcement. This Declaration, including the Articles, By-Laws and Rules, may be enforced by any Institutional Mortgagee, or Owner (including Declarant so long as it owns any portion of the Project) or the Association, and shall be subject to the following:

A. Breach of any of the covenants contained in this Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by Declarant, or the Association or any Institutional Mortgagee or Owner. Any judgment rendered in any action or proceeding to enforce this Declaration or the By-Laws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

B. The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by Declarant, or the Association or any Institutional Mortgagee or Owner.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Declarant, or the Association or any Institutional Mortgagee or Owner to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce any other covenants or the same covenant(s) thereafter.

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

14.03. Term. Subject to the amendment provisions of Section 14.05 hereof, this Declaration shall run with and bind the Project and shall inure to the benefit of and be enforceable by the Association, Declarant, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10)

years, unless an instrument, approved by seventy-five percent (75%) of the Members and seventy-five percent (75%) of the Institutional Mortgagees has been recorded terminating this Declaration. If terminated in any other manner while Declarant owns any portion of the Project, title to the Common Properties shall remain in Declarant. No prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof.

Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for the County, which Trustee shall sell the Common Properties free and clear of the provisions hereof, upon terms established by the Trustee and approved by the Court. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the sale, operation, maintenance, repair and upkeep of the Common Properties, including a Trustee's fee approved by the Court. The excess of proceeds, if any, shall be distributed among the Owners equally. Only those easements which state that they shall survive termination hereof shall so survive unless otherwise required under Florida law.

14.04. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities and Common Properties. The article and section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. This Declaration shall be read as cumulative to and not in limitation of the Master Covenants. The Board shall be the ultimate interpreter of this Declaration and an opinion of counsel that any such interpretation is not unreasonable shall establish the validity of any such interpretation.

14.05. Amendments. This Declaration may only be amended (1) by the affirmative vote (at any duly called annual or special meeting of Members at which a quorum has been obtained) of Members holding not less than seventy-five percent (75%) of the votes of the Class A Membership present, and (so long as Declarant owns or has an interest in any portion of the Project, which includes Declarant as lessee of models within the subdivision) the affirmative vote of Declarant; or (2) so long as Declarant owns any portion of the Project or has an interest as lessee, by act (with or without a meeting or notice) of Declarant

alone. However, no amendment shall be permitted which has a material adverse affect upon rights of Declarant or an Institutional Mortgagee without the prior written consent of Declarant or such Institutional Mortgagee, as appropriate. Nothing contained herein shall affect the right of Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. This Section 14.05 may not be amended.

In the event any amendment is sought other than by Declarant, notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Members at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Members, the number of votes present, in person or by proxy at the meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records of the County. Amendments made by Declarant need be signed only by Declarant with no recitation of the items set forth immediately above.

14.06. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

14.07. Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Project shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such Person acquired an interest in such Lot or other property.

14.08. Notices. Any notice permitted or required to be delivered as provided herein shall (unless otherwise expressly set forth herein) be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address for such Person contained in the records of the Association. Such address may be changed from time to time by notice in writing to the

Association.

14.09. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT, ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROJECT, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, OR IN CONNECTION WITH ANY SERVICES PERFORMED OR CONTRACTED FOR PURSUANT TO ARTICLE 5 HEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY DECLARANT TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BY LAW.

14.10. Declarant Exemption. Anything in this Declaration to the contrary notwithstanding, nothing herein shall be construed to prevent, limit, or impair Declarant's right and ability to complete development of the Project in any manner determined by Declarant from time to time, including, but not limited to, Declarant's right to maintain models, gates, sales and leasing offices, construction activities, promotional activities and signs.

14.11. Information. The Association shall make available for inspection to Owners and Institutional Mortgagees, upon request during normal business hours, current copies of this Declaration, the Articles, By-Laws, or any Rules concerning the Project, together with the books, records, and financial statements of the Association.

14.12. Voidability of Contracts. After the Association is no longer controlled by Declarant, it shall not have the right to cancel any contract, lease, or management agreement entered into by the Association while controlled by Declarant, unless the Association has a right of termination in such contract, lease, or management agreement, which is exercisable without cause and without penalty at any time after transfer of control.

14.13. Assignability of Declarant's Rights. The rights of Declarant under this Declaration, the Articles, and the By-Laws may be assigned any number of times, in whole or in any part, on an exclusive or non-exclusive basis by written instrument recorded in the Official Records of the County; provided, however, any such assignment to an Affiliate need not be so recorded. Any partial assignee shall not be deemed Declarant and shall have no rights other than those expressly assigned. No assignee shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned all of Declarant's rights and agrees to assume such liability.

14.14. Cable Television Rights of Declarant. Declarant shall

have the right to grant exclusive or non-exclusive rights and easements over any portion of the Project to any one or more providers of cable television service. No such action shall be deemed a breach of fiduciary duty of Declarant or any member of the Board. Each provider of cable television must be properly franchised prior to any grant or easement in its favor.

14.15. Extended Meaning of Declarant's Project. For purposes of this Declaration, the Articles and By-Laws, any property owned by or any mortgage held by any entity which has any ownership interest in Declarant or in which Declarant has any ownership interest, directly or indirectly, shall be deemed owned or held by Declarant.

14.16. Priority of Documents. The Master Covenants shall, in cases of conflict with the terms of this Declaration, be deemed prior and superior to this Declaration. In those instances of irreconcilable conflict among or between this Declaration and the Articles, By-Laws, or Rules (and in the absence of any express language indicating which document controls the particular subject matter), this Declaration shall be paramount, the Articles are next paramount, the By-Laws next paramount, and the Rules most subordinate.

(THIS SPACE LEFT BLANK INTENTIONALLY)

ARTICLE 15
ARCHITECTURAL CONTROL

15.01. Members of the Committee

The Architectural Review Committee ("Committee"), shall consist solely of the five (5) members of the Board of Directors, acting as an Architectural Review Committee.

15.02. Review of Proposed Construction

No Structure of any kind, including, but not limited to, a fence, wall or other addition, improvement, or equipment (including landscaping, antennas, awnings, flagpoles, garbage containers, oil and gas tanks, air conditioners, solar collectors and shutters) shall be installed, painted, erected, removed or maintained within the Project, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the Board. The Board shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project and that the appearance of any Structure or other improvement affected thereby will be in harmony with surrounding Structures and improvements and is otherwise desirable. The Board may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of any required plans and specifications, the Board may postpone review of any plans submitted for approval. The Board shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. Any approval of additional landscaping by the Board may be made on the condition that such landscaping be maintained by and at the sole cost of the Owner of the affecting Dwelling Unit. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Dwelling Unit shall be further conditioned on compliance with City ordinances and the obtaining of applicable governmental approvals, if any.

15.03. No Waiver of Future Approvals

The approval of the Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

15.04. Compensation for Members

The members of the Board shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

15.05. Liability of the Board for Architectural Decisions

No member of the Board (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold Board members (and the Declarant) harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the approval of any plans REGARDLESS OF THE NEGLIGENCE OF THE BOARD, THEIR REPRESENTATIVE, OR APPOINTING ENTITY.

15.06. Inspection of Work

Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article 15, the applicant for such approval ("Applicant") shall give written notice of completion to the Board.

B. Within sixty (60) days thereafter, the Board or its duly authorized representative may inspect such completed work. If the Board finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

C. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Board shall determine whether there is a

noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board may levy an Individual Assessment against such Applicant for reimbursement.

D. If for any reason the Board fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

15.07. Declarant's Exemption

Anything herein to the contrary notwithstanding, Declarant, Affiliates and all property owned by Declarant or Affiliates shall be exempt from the provisions of this Article 15. Declarant and Affiliates shall not be obligated to obtain Board approval for any construction or changes in construction which Declarant may elect to make.

15.08. Florida National Properties

For the purpose of insuring the development of the Project as an area of high standards, Florida National Properties, Inc., a Florida corporation, its successors and assigns has the right to approve plans and specifications with respect to improvements on the Project and other matters as set forth in the Master Covenants, which are hereby incorporated by this reference. Each Owner shall be responsible for obtaining such approvals in addition to any approvals of the Board or the Committee required hereunder and any necessary City and County approvals.

(THIS SPACE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, Declarant and the Association have caused this Declaration to be executed and sealed as of the date first written above.

Declarant:

D.R HORTON, INC., a Delaware Corp.

Witnesses:

Robert Pestipino
Mary L. Lamm

By:

Samuel L. Hornsby
Samuel L. Hornsby, Vice Pres.

(Corporate Seal)

Joined by the Association:

THE SANCTUARY AT KENSINGTON
HOMEOWNERS ASSOCIATION, INC.,
a corporation not for profit

Witnesses:

Robert Pestipino
Mary L. Lamm

By:

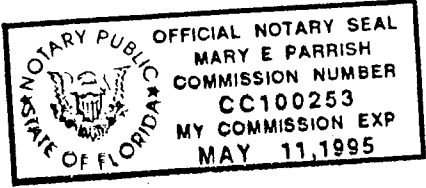
Chad L. Gates
Chad L. Gates, President

(Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1 day of September, 1994, by Samuel L. Hornsby, as Vice President of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ as identification.

Mary E. Parrish
Notary Public
State of Florida at Large



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1 day of September, 1994, by Chad L. Gates, as President of The Sanctuary at Kensington Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ as ~~identification.~~

Mary E. Parrish
Notary Public
State of Florida at Large

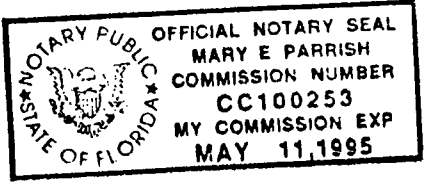


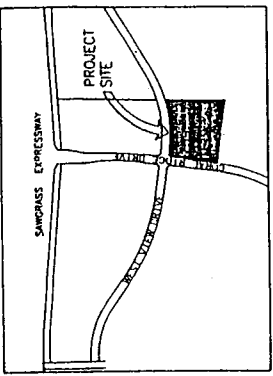
EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT

Parcel "A", KENSINGTON, according to the plat thereof, as recorded in Plat Book 146 at Page 39, of the Public Records of Broward County, Florida.

EXHIBIT "B"

PLAT EXEMPTION FOR THE SANCTUARY AT KENSINGTON



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION :

PART OF PARCEL 11, KENSINGTON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND CONTAINING 13.844 ACRES, MORE OR LESS.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA.

CITY ENGINEER

THIS DOCUMENT IS APPROVED BY THE CITY ENGINEER

THIS 31ST DAY OF JANUARY, 1979

BY: _____
MOEL CHM - CITY ENGINEER
P.E. REG. NO. 28863
CITY OF CORAL SPRINGS, FLORIDA.

CITY PLANNER

THIS DOCUMENT IS APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT

THIS 31ST DAY OF JANUARY, 1979

BY: _____
GUY W. LILES - DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF CORAL SPRINGS, FLORIDA.

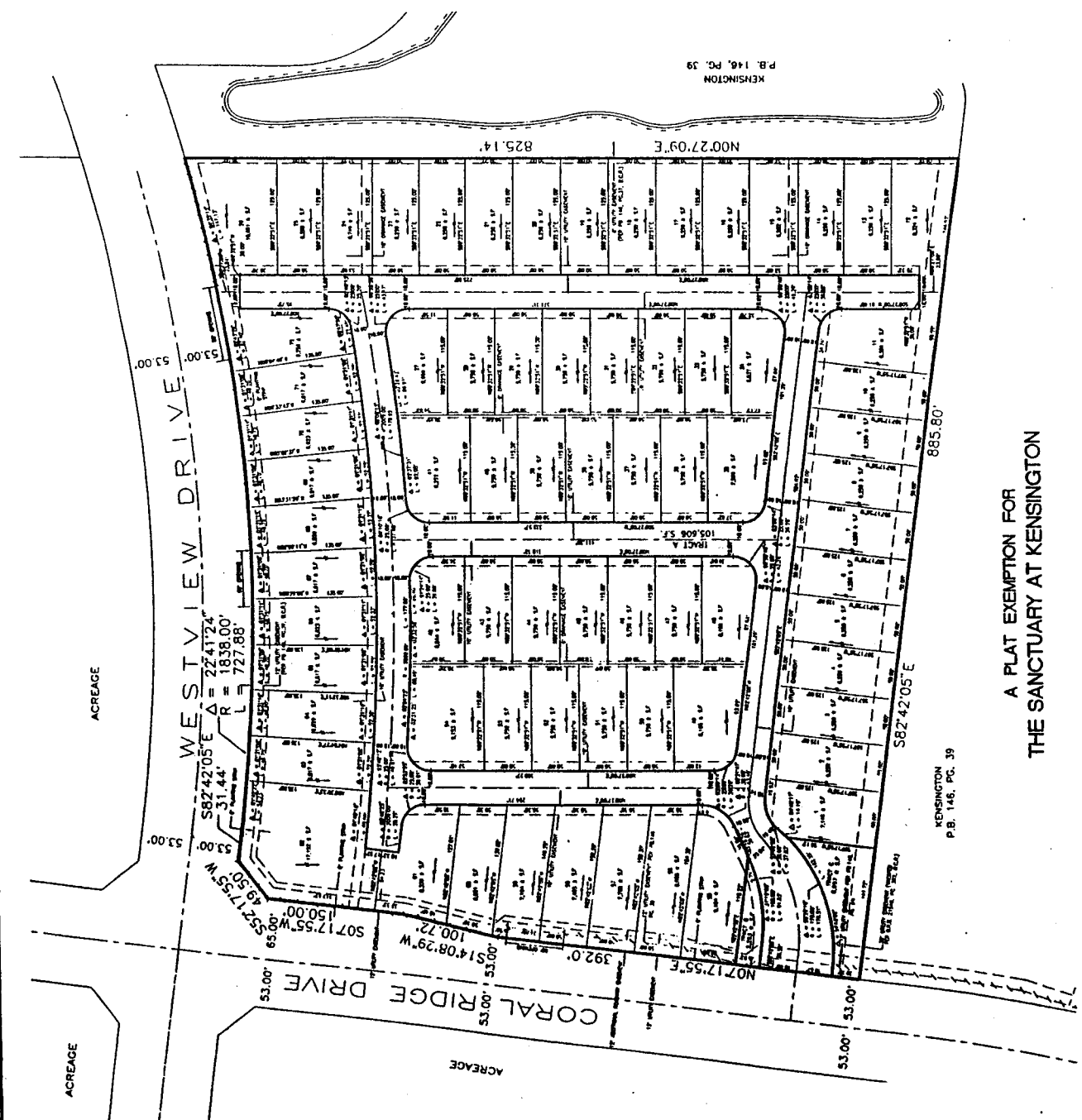
NOTES :

1. BEARINGS DERIVED FROM THE SOUTH LINE OF THE PLAT OF KENSINGTON.
2. --- DENOTES NON-VEHICULAR ACCESS LINE
3. TRACTS B AND C (OPEN SPACE) ARE UNDER THE CONTROL OF THE HOMEOWNERS ASSOCIATION WHO WILL OWN, OPERATE AND MAINTAIN THESE AREAS.
4. | INDICATES SURFACE DRAINAGE ALONG HIGH ZERO SIDE OF LOT.
5. DRAINAGE IS PRIVATE AND IS ADDRESSED IN THE HOMEOWNERS DOCUMENTS.
6. 10 FOOT UTILITY EASEMENT AS SHOWN IS RECORDED IN O.R.B. 22079, PC. 382, B.C.R.
7. TRACT A (ROADWAY) IS UNDER THE CONTROL OF THE HOMEOWNERS ASSOCIATION WHO WILL OWN, OPERATE AND MAINTAIN THIS AREA.

SURVEYOR

I hereby certify that this sketch is an accurate graphic representation of the lines depicted herein. THIS IS NOT A SKETCH OF SURVEY NOR A PLAT.

DATE _____
GREGORY S. WIRE
Professional Land Surveyor
Florida Registration No. 4437



**A PLAT EXEMPTION FOR
THE SANCTUARY AT KENSINGTON**

KENSINGTON
P.B. 146, PC. 39

P.B. 146, PC. 39
KENSINGTON

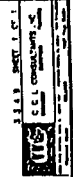


EXHIBIT "C"

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
THE SANCTUARY AT KENSINGTON
HOMEOWNERS ASSOCIATION, INC.

I. NAME

The name of this corporation shall be THE SANCTUARY AT KENSINGTON HOMEOWNERS ASSOCIATION, INC., sometimes hereinafter referred to as the "Association".

II. PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of the Property within that residential area referred to as The Sanctuary At Kensington and described in the Declaration of Covenants, Restrictions and Easements for The Sanctuary At Kensington executed contemporaneously herewith by the Incorporator as Declarant, and to be recorded in the Public Records of Broward County, Florida.

B. To own and maintain, repair and replace the general and/or Common Areas, and other improvements in and/or benefiting The Sanctuary At Kensington for which the obligation to maintain and repair has been delegated and accepted.

C. To provide or provide for such other services the responsibility for which has been or may be accepted by the Association, and maintain and preserve the capital improvements and equipment related thereto, in The Sanctuary At Kensington.

D. To operate without profit for the benefit of its members.

E. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants, Restrictions and Easements hereinabove described.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the property and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, levied upon property owned or accepted by the Association.

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

IV. MEMBERS

The qualification of members, the manner of their admission to membership in the Association, the manner of the termination of such membership, and the manner of voting by members shall be as follows:

A. There shall be two (2) classes of membership. "Class A" consisting of all owners of Lots, and "Class B" consisting solely of the Declarant. Each of these are more fully defined in the Declaration.

B. Until such time as Declarant conveys a Lot to an Owner, the membership of this Association shall be comprised solely of the Declarant or his appointees. The Declarant may nominate and designate a successor. The Declarant shall be entitled to make all decisions concerning matters of the membership.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the Public Records of Broward County, Florida.

When title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such lot shall not be a member unless and until such owner shall deliver a true copy of a Deed or other instrument of acquisition of title to the Association.

D. No member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to the ownership of the Lot.

E. Any person or entity in the Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a member of the Association, shall not be such a member and shall lose all rights and privileges of a member of the Association.

F. If there is more than one member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such members collectively shall be entitled to only one vote. The vote of the owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in the certificate signed by all of the Owners of the Lot or, if appropriate, by properly designated officers, partners, or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for any purpose.

V. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. However, as long as the Declarant controls the Board, the Board may consist of as few as two (2) Board members, in the sole discretion of the Declarant.

B. The names and addresses of the persons who are to serve as Directors on the first Board and who shall serve until the first election of their respective successors, as provided in the by-laws are as follows:

Name	Address
<u>Chad L. Gates, Esquire</u>	<u>800 Corporate Dr., Suite 420</u> <u>Ft. Lauderdale, Florida 33334</u>
<u>Samuel L. Hornsby</u>	<u>7786 Wiles Road</u> <u>Coral Springs, Florida 33067</u>

VI. OFFICERS

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. The officers are to be comprised of any four (4) of the five (5) members of the Board of Directors, subject to the limitation on the size of the Board while the Association is controlled by Declarant. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. After the time the Declarant no longer has the right to appoint a majority of the Board of Directors, a person may not be elected to succeed himself as President of the Association. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1995 and until their successors are duly elected and qualified are:

President: Chad L. Gates

Vice President: Samuel L. Hornsby

Treasurer: Chad L. Gates

Secretary: Samuel L. Hornsby

VII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

VIII. BY-LAWS

The Board of Directors shall adopt By-Laws consistent with the Articles.

IX. AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS

These Articles and the By-Laws may be altered, amended or repealed by vote of a majority of the Board of Directors. No amendment affecting D.R. Horton, Inc., a Delaware corporation or its successors or assigns as Declarant of The Sanctuary At Kensington (as the same is defined in the Declaration of Covenants, Restrictions and Easements for The Sanctuary At Kensington) shall be effective without the prior written consent of said D.R. Horton, Inc. or its successors or assigns, as Declarant.

X. INCORPORATOR

The name and address of the incorporator is as follows:

D.R. Horton, Inc

7786 Wiles Road

XI. INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIII. DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

2. Dedication to the City of Coral Springs, Florida, or its successors, of the Common Area, as defined in the Declaration of Covenants, Restrictions and Easements for The Sanctuary At Kensington, which shall be effective without the prior written consent of said City or its successor.

3. Remaining assets shall be distributed among the members as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of the dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

XIV. REGISTERED AGENT

The initial registered agent of the Association shall be

Chad L. Gates, Esquire

800 Corporate Dr., Suite 420
Ft. Lauderdale, Florida 33334

IN WITNESS WHEREOF, the said incorporator has hereto set his hand and seal this 31 day of August, 1994.

Signed, sealed and delivered in the presence of:

WITNESSES:

D.R. Horton, Inc.
A Delaware Corporation,

By: Samuel L. Hornsby
Samuel L. Hornsby
Vice President

Susan Hewitt
Febo Festipino

STATE OF FLORIDA)

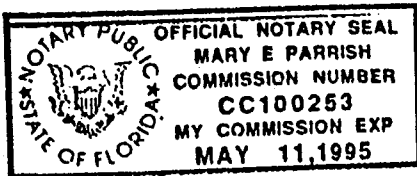
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1 day of September, 1994 by Samuel L. Hornsby.

WITNESS my hand and official seal.

Mary E. Parrish
Notary Public

MARY E. PARRISH
Print, stamp or type as commissioned



Personally known to me, or
 Produced Identification:

(type of identification)

CERTIFICATE DESIGNATING REGISTERED AGENT AND REGISTERED OFFICE FOR THE SERVICE OF PROCESS WITHIN FLORIDA

In compliance with the Florida Statutes, the following is submitted:

That THE SANCTUARY AT KENSINGTON HOMEOWNERS ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, has named Chad L. Gates, Esquire as its registered agent to accept service of process within Florida at 800 Corporate Dr., Suite 420, Ft. Lauderdale, Florida 33334.

[Handwritten signature of Chad L. Gates]

Title: Attorney, Neimark & Neimark, P.A.

Date: August 26, 1994

Having been named registered agent to accept service of process for the above-stated corporation at the place designated in this certificate, Chad L. Gates, Esquire hereby agrees to act in that capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of such duties.

By: *[Handwritten signature of Chad L. Gates]*

Date: August 26, 1994

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26 day of August, 1994 by Chad L. Gates.

WITNESS my hand and official seal.

[Handwritten signature of Kimberly J. Aman]
Notary Public

KIMBERLY J. AMAN

Print, stamp or type as commissioned

Personally known to me, or
 Produced Identification:

(type of identification)

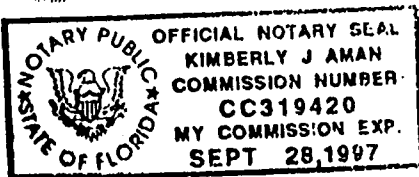


EXHIBIT "D"

BY-LAWS

BY-LAWS OF
THE SANCTUARY AT KENSINGTON
HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
organized under the laws of the State of Florida

1. IDENTITY. These are the Bylaws of THE SANCTUARY AT KENSINGTON HOMEOWNER ASSOCIATION, INC. ("Association"), a corporation not for profit incorporated under the laws of the State of Florida, as duly adopted by its Board of Directors ("Board"). The Association has been organized for the purpose of administering a planned, residential community known as "The Sanctuary at Kensington", located in Broward County, Florida (hereinafter called the "Project").

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be initially located at 7786 Wiles Road, Coral Springs, Florida 33067, or at such other place as may be established by resolution by the Board of Directors of the Association. All books and records of the Association shall be kept at its principal office.

1.2 FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

1.3 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit", and the year of incorporation.

2. DEFINITIONS. All terms used herein which are defined in the Declaration of Covenants and Restrictions for The Sanctuary At Kensington executed contemporaneously herewith shall be used herein with the same meanings as in said Declaration.

3. MEMBERS. Every person or entity who is a record fee simple owner of a Lot, including the Declarant at all times as long as it owns any property subject to the Declaration, shall be a Member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separate from, ownership of any Lot or other property which is subject to assessment.

4. MEETINGS.

4.1 ANNUAL MEETING. The annual meeting of the Board shall be held at 7:00 p.m. on the first Wednesday in February of each year at the principal office of the Association, unless

some other time and/or place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

4.2 SPECIAL MEETINGS. Special Members' meetings shall be held at such place as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the voting interests of Members. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.3 NOTICE OF MEETING; WAIVER OF NOTICE. Notice of a meeting of Members stating the time, place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the project. Mailing of notices shall be to the address of the Member as it appears on the roster of Members described in Section 10.1 hereof. The posting and mailing of the notice shall be effective not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Notice of Annual meetings is hereby dispensed with. If the day for an Annual meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

5. VOTING.

5.1 NUMBER OF VOTES/QUORUM. In any meeting of Members, Owners shall be entitled to cast one vote for each Lot owned by them. The vote of a Lot shall not be divisible. The presence in person or by proxy of persons entitled to cast votes for one-third (1/3) of the Lots shall constitute a quorum.

5.2 VOTING MEMBER. In the event any Lot is owned by more than one (1) person, all co-owners of the Lot may attend any meeting of the Members. In the event any Lot is owned by a corporation, any director or officer of the corporation may attend any meeting of the Members. However, the vote for any Lot shall be cast in accordance with the provisions of Paragraph 3 above. Institutional Lenders have a right to attend all Members meetings. There shall be one (1) vote for each Lot. In the event any Lot is owned by more than one (1) person, or is owned by a person other than an individual, the vote for such Lot shall be cast as set forth below, and votes shall not be divisible. In the event any Member owns more than one (1) Lot, the Member shall be entitled to one (1) vote for each such Lot.

(A) In the event any Lot is owned by one (1) person, his right to cast the vote for the Lot shall be established by the record title to his Lot.

(B) In the event any Lot is owned by more than one (1) person or by an entity, the vote for the Lot may be cast at any meeting by any co-owner of the Lot; provided, however, that in the event a dispute arises between the co-owners as to how the vote for the Lot shall be cast, they shall lose their right to cast the vote for the Lot on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum.

5.3 MAJORITY VOTE. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all Members and owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these by-laws.

5.4 PROXIES. Every Member entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Any proxy shall be delivered to the Secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting it was executed for, shall be revocable at any time by the Member executing it, and in no event shall it be valid for a period longer than ninety (90) days.

5.5 ADJOURNED MEETINGS. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting, other than an Annual Meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked, or expired as provided in 5.4 above.

5.6 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Annual and all other Members' meetings, shall be:

- (a) Call to Order by President;
- (b) Appointment by the President of a chairman of the meeting;

- (c) Proof of Notice of the meeting or waiver of notice, except for Annual meeting;
- (d) Reading of Minutes;
- (e) Reports of Officers;
- (f) Reports of Committees;
- (g) Appointment of inspectors of elections;
- (h) Determination of number of Directors;
- (i) Elections of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

5.7 DELINQUENT OWNERS. If any Assessment or portion thereof imposed against an Owner, other than the Declarant, remains unpaid for thirty (30) days following its due date, such owners voting rights in the Association shall be automatically suspended until all past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

6. BOARD OF DIRECTORS

6.1 MEMBERSHIP. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of five (5) "Directors". Except for Directors appointed by the Declarant, Directors shall be Lot Owners.

6.2 ELECTION OF DIRECTORS. The election, and if applicable, appointment of Directors, shall be conducted in accordance with the Articles.

6.3 VACANCIES. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Declarant. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in

office and until his successor shall have been elected and/or appointed and qualified.

6.4 REMOVAL.

(i) Any director other than a director appointed by the Declarant may be removed by majority vote of the remaining directors, if such director (i) has been absent for the last three (3) consecutive Board meetings, or (ii) is an owner and has been delinquent for more than thirty (30) days after written notice in the payment of Assessments or other monies owed to the Association.

(ii) Any director other than a director appointed by the Declarant may be removed with or without cause by the vote of a majority of the Members of the Association at a special meeting of the Members called by not less than ten percent (10%) of the Members of the Association expressly for that purpose. The vacancy of the Board caused by any such removal may be filled by the Members at such meeting or, if the Members shall fail to fill such vacancy, by the Board.

6.5 TERM. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

6.6 ORGANIZATIONAL MEETING. The organizational meeting of newly-elected or appointed Members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

6.7 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meeting of the Board shall be open to all Owners and notice of such meeting shall be posted at least forty-eight (48) hours in advance.

6.8 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall

be given in the same manner as that required for a regular meeting.

6.9 WAIVER OF NOTICE. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting because the meeting is not lawfully called.

6.10 QUORUM. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

6.11 ADJOURNED MEETINGS. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting(s) until a quorum is present, provided notice of such newly scheduled meeting(s) is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

6.12 PRESIDING OFFICERS. The presiding officer at the Directors' meeting shall be the President, who may designate any other person to preside.

6.13 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Director's meetings shall be:

- (a) Proof of due notice of meetings;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or part by direction of the presiding officer.

6.14 MINUTES OF MEETINGS. Minutes shall be made of all

meetings of the Board. The minutes of all meetings of the Board shall be kept in a book available for inspection by Owners, or their representatives, and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6.15 COMMITTEES. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

6.16 DECLARANT CONTROL OF BOARD; TURNOVER. So long as there shall be a Class B membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers; provided, however, upon the sale and transfer by Declarant of seventy (70) Lots to Owners other than the Declarant, the Members, other than the Declarant, shall be entitled to elect, at a meeting of Members, one (1) Director to the Board. This procedure is intended to give Members other than the Declarant a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Declarant Members and (ii) to promote the ability of non-Declarant Members to manage the Association, in anticipation of turnover.

The Declarant shall turn over control of the Association to Owners other than the Declarant upon termination of the Class B membership by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon the first to occur of the following:

(i) January 1, 2009; or (ii) the date on which Declarant ceases to own or lease any portion of the Project; or (iii) termination of the Class B membership by resignation of all Declarant-appointed Directors and delivery to the Secretary of the Association of a certificate, in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon such turnover the Declarant shall retain all voting rights incident to its

ownership of Lots.

Within a reasonable time after control of the Association is turned over to Owners other than the Declarant (but not more than sixty (60) days after such event), the Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by the Declarant.

6.17 POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

(i) POWERS OF THE BOARD OF DIRECTORS. The Board of Directors shall have power:

(A) To call meetings of the Members;

(B) To appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever;

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

(D) To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate;

(E) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations;

(F) To exercise for the Association all powers, duties and authority vested in or delegated to the Association including without limitation those set forth in the Declaration of Covenants, Restriction and Easements for The Sanctuary At Kensington;

(ii) DUTIES OF THE BOARD OF DIRECTORS. It shall be the duty of the Board of Directors:

(A) To cause to be kept a complete record of all its acts and corporate affairs;

(B) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(C) With reference to assessments of the Association:

(1) To fix the amount of the annual assessment for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Member; and

(3) To send written notice of each assessment to every Member subject thereto.

(D) To issue or cause an appropriate officer to issue, upon demand, by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

6.18 COMPENSATION. The Directors shall not be entitled to any compensation for serving as Directors, unless the Members approve such compensation, provided however, the Association may reimburse any Director for expenses incurred on behalf of the Association without approval of the Members.

7. OFFICERS.

7.1 EXECUTIVE OFFICERS. The executive officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a Member of the Board of Directors, but the other Officers need not be. The Officers of the Association shall be elected by the Board of Directors at the Annual Meeting of the Board of Directors. After the time the Declarant no longer has the right to appoint the Board of Directors, a person may not be elected to succeed himself as President of the Association.

New offices may be created and filed at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified. All officers shall hold office at the pleasure of the Board of Directors.

7.2 PRESIDENT. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

7.3 VICE-PRESIDENT. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7.4 SECRETARY. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

7.5 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books be made by an accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a Member.

7.6 VACANCIES. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

7.7 DECLARANT APPOINTEES. No officer appointed by the Declarant may be removed except as provided in Section 6.4 hereof and by law.

7.8 OFFICER COMPENSATION. Officers shall not be compensated for their services.

8. BOOKS AND PAPERS. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any Member.

9. RESIGNATIONS. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director, or officer or cessation of such Director's or Officer's residency in the Project, other than appointees of the Declarant, shall constitute a written resignation of such Director or Officer.

10. FINANCES AND ASSESSMENTS.

10.1 ASSESSMENT ROLL. The Association shall maintain an Assessment roll for each Lot, designating the name and current mailing address of the Owner, the amount of each Assessment against such Owner, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Owner, and the balance due.

10.2 DEPOSITORIES. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such Officers, Directors or other persons as may be designated by the Board.

10.3 APPLICATION OF PAYMENTS AND COMMINGLING OF FUNDS. All sums collected by the Association from Assessments may be commingled in a single funds or divided into more than one fund, as determined by the Board.

10.4 ACCOUNTING RECORDS AND REPORTS. The Association shall maintain accounting records according to good accounting practices. The record shall be open to inspection by Owners and Institutional Lenders or their authorized representatives, at reasonable times. The record shall include, but not be limited to, (i) a record of all receipts and expenditures, and (ii) the Assessment roll of the Members referred to above. The Board may, upon the vote of a majority of the Members shall, conduct a review of the accounts of the Association by a public accountant, and if such review is made, a copy of the report shall be furnished

to each Member, or their authorized representative, within fifteen (15) days after same is completed.

10.5 RESERVES. The budget of the Association shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those other portions of the subject property which the Association is obligated to maintain.

11. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

11.1 BUDGET.

(a) ADOPTION BY THE BOARD: ITEMS. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Owners to meet the expenses of the Association, and allocate and assess such expenses among the Owners in accordance with the provisions of the Declaration.

The adoption of a budget for the Association by the Board shall comply with the requirements hereinafter set forth:

(i) NOTICE OF MEETING. A copy of the proposed budget shall be mailed to each Owner not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all of the Owners, provided that such Owners shall not have the right to participate, and need not be recognized, at such meeting.

(ii) SPECIAL MEMBERSHIP MEETING. If a budget is adopted by the Board which requires Assessments against Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Owners, a special meeting of the Owners shall be held within thirty (30) days of delivery of such application to the Board. Each Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Owners shall consider and adopt a budget. The adoption of such budget shall require a majority of votes which are present at such meeting (in person or by proxy) at

which a quorum is attained. A budget adopted under this provision, which is at variance with the budget adopted by the Board, shall supercede the Board's budget.

(iii) DETERMINATION OF BUDGET AMOUNT. In determining whether a budget requires Assessments against Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board in respect to repair or replacement of the Common Properties or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Common Properties and all Special Assessments, including Individual Assessments against specific Owner(s)

(iv) PROVISO. Anything herein to the contrary notwithstanding, prior to the date on which the Declarant turns over control of the Association, the budget may be set by the Board without holding any meeting, giving notice thereof, or being subject to the 115% limitation set forth in Subsection 11.1(a)(ii) above.

(b) ADOPTION BY MEMBERSHIP. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 11.1(a) above, the Board may call a special meeting of Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association. If either such budget is adopted by a majority of the votes of Members present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

11.2 COMMON ASSESSMENTS. Assessments against the Owners for their share of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. At such times and in such installments as the Board in its discretion may deem advisable during the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made

in the amount of the last prior Assessment, and subsequent installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

11.3 INDIVIDUAL ASSESSMENTS. Charges by the Association against less than all Members for other than routine Operating Expenses, shall be payable in advance. These charges may be collected by Individual Assessment. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Common Properties or other Association property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

11.4 SPECIAL ASSESSMENTS. In the event the Annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Common Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

11.5 DEPOSITORY. The depository of the Association shall be such bank(s), savings bank(s), savings and loan association(s), or similar institution(s) in the State of Florida as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

11.6 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If an Owner shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Owner as provided in the Declaration.

11.7 FIDELITY BONDS. Fidelity bonds may be required by the Board for all persons handling or responsible for the Association funds in such amount as shall be determined by a majority of the Board.

11.8 ACCOUNTING RECORDS AND REPORTS. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days after control of the Association is turned over to Owners other than Declarant, the Declarant shall cause to be prepared a balance sheet and operating statement reflecting income and expenditures of the Association for the period from the commencement of operations of the Association to turnover, which shall be audited by an independent certified public accountant. Within ninety (90) days following the end of each fiscal year after turnover, the Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the preceding fiscal year. The Board of Directors shall cause to be distributed a copy of each such statement to each Member, and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board. Such financial statements shall be, at a minimum, reviewed by an independent certified public accountant, and at the election of the Board, may be audited.

The foregoing requirement for audited financial statements prepared by an independent certified public accountant shall not be amended without the consent of the Declarant so long as the Declarant owns any Lot in the Project.

11.9 APPLICATION OF PAYMENT. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

11.10 NOTICE OF MEETINGS. Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

11.11 DECLARANT EXEMPTION FROM ASSESSMENTS FOR LAWSUITS. Neither the Declarant nor its Affiliates shall be liable for the payment of any Assessments applicable to Lots they own

which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant or its Affiliates.

12. ROSTER OF UNIT OWNERS. The Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained by requiring each Owner to file with the Association a copy the deed, mortgage if applicable, and a completed Homeowners Application. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

13. PARLIAMENTARY RULES. Roberts' Rules of Order shall govern the conduct of the Association meeting when not in conflict with the Declaration, the Articles or these bylaws.

14. RULES AND REGULATIONS. The Board may, from time to time, adopt, modify, amend or add to Rules concerning the use and operation of the Project, except that subsequent to the date control of the Board is turned over by the Declarant to Owners other than declarant, Owners of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any Rules. Copies of such Rules shall be furnished by the Board to each affected Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rule be adopted which would prejudice the rights reserved to the Declarant.

15. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provisions hereof.

16. CONFLICT. In the event of any conflict, the Declarant, the Articles, and these By-Laws, shall govern, in that order.

17. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Subject to the further provisions of this paragraph, the Association shall indemnify and hold harmless all Officers and Directors, and Members of any committee appointed by the Board (and Members of a Tribunal, as provided in paragraph 18.3 hereof) past or incumbent, from and against all costs, claims, damages, reasonable expenses and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs

of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became Officers or Directors while this paragraph was effective.

18. SUSPENSION OF PRIVILEGES; FINES. In the event of an alleged violation of the Declaration, the Articles, these By-Laws or the Rules adopted hereunder, and after written notice of such alleged failure is given to the Owner in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Owner's and his family's, guests' and tenants' right to the use of the Common Properties (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Owner. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$1,000.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. No fine under this section shall be assessable for delinquent Assessments. The failure of the Board to enforce the Rules, these By-Laws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these By-Laws or by law shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by these By-Laws, or by any Rules adopted by the Association, before that Owner may resort to a court of law for relief from any provision of the Declaration, the Articles, these By-Laws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these By-Laws, shall not be subject to the provisions of this paragraph 18 or require the notice and hearing provided for herein.

18.1 WRITTEN COMPLAINT. A hearing to determine whether a right or privilege of an Owner or any of his family, guests,

invitees, or tenants ("Respondent") under the Declaration or these By-Laws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Owner or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these By-Laws or the Rules which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

18.2 DISCOVERY. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

18.3 TRIBUNAL. The President shall appoint a Tribunal of three Owners upon receipt of a written Complaint. No Member of the Tribunal shall be a Director, nor shall any Member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the Members of the Tribunal, the President should make a good faith effort to avoid appointing any Owners who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the President shall be final, except that the Respondent may challenge any Member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Owner to replace the challenged Member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing.

18.4 NOTICE OF HEARING. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing.

18.5 HEARING.

(a) Whenever the Tribunal has commenced to hear the matter and a Member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining Members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(d) Neither the accusing Owner nor the allegedly defaulting Owner must be in attendance at the hearing. The hearing shall be open to attendance by all Owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these By-Laws, the Rules or the workings of the Association.

18.6 DECISION. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these By-Laws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Properties, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these By-Laws or the Rules shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

19. AMENDMENTS. Except as otherwise provided, these By-Laws may be amended in the following manner:

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

19.2 INITIATION. A resolution to amend these By-Laws may be proposed either by any director, or by, or at the direction of ten percent (10%) or more of the Members of the Association.

19.3 ADOPTION OF AMENDMENTS. A resolution for the adoption of the proposed amendment shall be adopted either: (i) by unanimous vote of all the directors; or (ii) by not less than a majority of the votes of the entire membership of the Association. Any amendment approved by the Members may provide that the Board may not further amend, modify or repeal such amendment. Notwithstanding anything contained herein to the contrary, so long as the Declarant is entitled

to appoint a majority of the directors, the Declarant shall have the right to unilaterally amend these By-Laws without the joinder or approval of the Board or any Member, and so long as the Declarant owns any Lot, no amendment to these By-Laws shall be effective without the written approval of the Declarant.

19.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without approval by all of the Members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors.

19.5 No amendment to these By-Laws shall be made which discriminates against Owner(s), or affects less than all of the Owners without the written approval of all of the Owners so discriminated against or affected.

19.6 EXECUTION AND RECORDING. No modification of, or amendment to, the By-Laws shall be valid until recorded in the public records of the county in which the subject property is located.

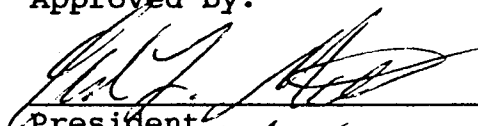
19.7 Any amendment made by Declarant and any amendment made by the Members prior to the completion of seventy-five percent (75%) of the units that may be constructed within the subject property, must be approved by the Federal Housing Administration or by the Veterans Administration, if any mortgage encumbering a Lot is guaranteed or insured by either such agency, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by the Declarant. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirements of any Institutional Lender so that such lender will make, insure or guarantee mortgage loans for the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or

deemed given.

CERTIFICATE

The foregoing were adopted as the By-Laws of The Sanctuary At Kensington Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida on SEPTEMBER 1, 1944.

Approved by:



President



Secretary

SCHEDULE "A" TO By-Laws

RULES AND REGULATIONS

-of-

THE SANCTUARY AT KENSINGTON

In addition to the provisions of the Declaration of Covenants, Restrictions and Easements for THE SANCTUARY AT KENSINGTON (the "Declaration"), the Articles of Incorporation ("Articles") and By-Laws ("By-Laws") of THE SANCTUARY AT KENSINGTON HOMEOWNERS ASSOCIATION, INC. ("Association"), the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Lots, Common Properties and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Owners of Lots within THE SANCTUARY AT KENSINGTON (hereinafter called the "Sanctuary") including the Owners, their family members, approved lessees, guests and invitees. All defined terms herein shall have the same meaning as in the Declaration, Articles and By-Laws.

- (1) Owners shall store personal property within their respective Units.
- (2) To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Properties and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.
- (3) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Sanctuary Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.
- (4) Servants and domestic help of the Owners may not gather or lounge in the Common Properties of the Sanctuary.
- (5) In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Sanctuary Property or Association Property by himself, his family, servants, employees, agents, visitors and licensees, nor shall any Owner do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or

suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other Owners.

(6) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of any Unit without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

(7) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Sanctuary Property or Association Property without the written consent of the Board.

(8) In order to protect the Sanctuary Property, each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his Lot; and

(b) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board of Directors with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(9) In order that the Units may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, windows, patios, or roof or any Unit, nor shall an Owner place anything on a Lot, other than porch furniture or plants, except with the prior written consent of the Board.

(10) No fences may be erected upon the Sanctuary Property or Association Property, except with the prior written consent of the committee.

(11) Only pets belonging to Unit Owners or their lessee will be allowed within the Sanctuary Property and Association Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Sanctuary Property or Association Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) Each animal brought or kept upon the Sanctuary Property or Association Property shall be at all times under the control of its Owner.

(d) Each Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon any portion of the Sanctuary Property or Association Property.

(e) No animal shall be allowed to constitute a nuisance.

(12) In case of any emergency originating in, or threatening any Lot, the Board or any other person authorized by it shall have the immediate right to enter such Lot for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Lot is present at the time of such emergency.

(13) There shall be no solicitation by any person anywhere within the Sanctuary Property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

**DECLARATION OF RESTRICTION
AND PROTECTIVE COVENANTS
FOR
PARCEL "A", KENSINGTON**

THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:

D. L. VANCE
FLORIDA NATIONAL PROPERTIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
PARCEL "A", KENSINGTON

THIS Declaration of Restrictions and Protective Covenants ("Declaration") made as of this 11th day of February, 1993, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called DECLARANT;

W I T N E S S E T H:

WHEREAS, DECLARANT, the record owner of the PROPERTY as described herein, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, DECLARANT hereby declares that the following described real property situate, lying and being in the City of Coral Springs, Broward County, Florida, is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth, to wit:

Parcel "A", KENSINGTON, according to the Plat thereof, as recorded in Plat Book 146 at Page 39, of the Public Records of Broward County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "PROPERTY" shall mean and refer to the real property hereinabove described or any portion thereof.
2. "PROPERTY LINE(S)" shall mean and refer to the perimeter of the real property hereinabove described.
3. "ZERO LOT LINE DWELLING" or "DWELLING" shall mean and refer to a detached one family dwelling unit as defined in the City of Coral Springs Zoning Code.
4. "SITE(S)" shall mean and refer to a ZERO LOT LINE DWELLING site as defined in the City of Coral Springs Zoning Code.
5. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this Declaration.

6. "OWNER(S)" shall mean and refer to every person, persons, or entity or entities, who are the record owners of a fee interest in the PROPERTY (or any portion thereof), their heirs, legal representatives, successors or assigns.

A. The property owners' association or condominium association shall be responsible for ensuring the necessary maintenance, repair, and replacement of all common facilities, water management areas, recreation areas, exterior building/DWELLING surfaces; specifically including any water, sewer, irrigation and drainage lines within areas of common maintenance, exterior building/DWELLING surfaces and paved and landscaped areas other than driveways located outside of enclosed private yards; and shall ensure that all such facilities are maintained to standards that may be required by DECLARANT. The homeowners' association or the condominium association (if the PROPERTY or any portion thereof is submitted to a plan of condominium ownership) shall be deemed an OWNER for payment purposes and the responsibilities of OWNER as those responsibilities pertain to all the obligations mentioned in this Paragraph 6. A.; provided, however, that DECLARANT may, in its sole discretion, also look to an individual unit owner or underlying ground lessor for other payments hereunder.

ARTICLE II

GENERAL RESTRICTIONS

1. **USE RESTRICTIONS.** The PROPERTY may only be used for ZERO LOT LINE DWELLINGS and appurtenant uses in accordance with the restrictions, covenants and servitudes herein declared. No business buildings may be erected on the PROPERTY and no business may be conducted on any part thereof, nor shall any building/DWELLING or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, and contingent upon the OWNER first obtaining the approval of DECLARANT, OWNER may utilize a portion of the PROPERTY for (i) a sales office and/or model units; or (ii) a condominium or homeowners' association business office (in the event the PROPERTY is submitted to a plan of condominium or homeowners' association ownership).

- A. Not more than Seventy-Two (72) ZERO LOT LINE DWELLINGS shall be constructed or erected on the PROPERTY.
- B. The PROPERTY shall not be utilized for real estate time sharing, interval ownership or a "time-share plan" of any kind. For the purposes hereof, a "time-share plan" shall be as defined in Section 721.05(28), Florida Statutes (1989).

2. **BUILDING SETBACK AREAS.**

	<u>DWELLING Setbacks</u>	<u>Screen Enclosure Setbacks</u>
<u>North PROPERTY LINE</u> Westview Drive	Thirty (30) Feet *	Twenty (20) Feet
<u>West PROPERTY LINE</u> Coral Ridge Drive	Thirty-Five (35) Feet	Thirty-Five (35) Feet
<u>South PROPERTY LINE</u>	Fifteen (15) Feet	Fifteen (15) Feet
<u>East PROPERTY LINE</u>	Fifteen (15) Feet	Ten (10) Feet

* The setback for all DWELLINGS adjacent to Westview Drive right-of-way shall be Thirty (30) Feet for two-story DWELLINGS and Twenty (20) Feet for one-story DWELLINGS.

3. **HEIGHT.** No ZERO LOT LINE DWELLING shall exceed thirty-five (35) feet in height measured from the finished grade of the SITE.

4. MINIMUM DWELLING SIZE. Each ZERO LOT LINE DWELLING erected or constructed on the PROPERTY shall contain a minimum of one-thousand five hundred (1,500) square feet of floor area.

- A. The method of determining square foot area of a DWELLING shall be to multiply the inside horizontal dimensions of the DWELLING. Garages, porches, patios, balconies, terraces and storage rooms shall not be taken into account in calculating the minimum square foot area required.

5. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS.

- A. Prior to commencement of any construction, reconstruction or modification of DWELLINGS, buildings or any other improvements or structures, including, without limitation, additions, exterior alterations, pools, spas, hot tubs, fences, walls, patios, terraces or barbecue pits on the PROPERTY, OWNER shall submit to DECLARANT for approval a preliminary site plan (to include all proposed building SITES), floor plans, exterior elevations (to include front, side and rear elevations for each model), exterior materials and color boards, and a preliminary landscape plan (to include all common areas and perimeter landscaping) and exterior lighting plan, in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization for the proposed construction on the PROPERTY.

- B. Final building plans and specifications, and site plan, and common area and individual SITE lighting (if any), and final landscape plans (to include typical SITE landscape plans) shall be submitted to DECLARANT for approval prior to commencement of any construction and must be in general conformance with the preliminary plans and specifications as approved by DECLARANT and must be in conformance with applicable zoning codes, ordinances, and this Declaration. All the foregoing plans (found in this Paragraph 5. B.), with the exception of exterior lighting plans, shall be sealed by a registered architect or engineer as the case may be. All electric, telephone, gas or other utility connections shall be installed underground. All accessory structures or uses such as recreational areas, sales center and parking lot; construction trailer location and all signage shall be shown on the final site plan;

- (i) Final building plans and specifications will show separate designations for each DWELLING or building elevation, each DWELLING or building color combination, each exterior material selection, each SITE landscape plan, and each DWELLING floor plan. Once the above designations are approved by DECLARANT and prior to commencement of any construction, reconstruction or modification of DWELLINGS or buildings, the OWNER will proceed on an individual SITE basis by submitting to DECLARANT for each SITE, separate and respective designations for the elevations, color combination, exterior material, roof material and color, SITE landscape plan, floor plan and the OWNER shall also submit to DECLARANT the SITE plan itself showing the respective setbacks. No exterior colors on any DWELLING, building or structure on the PROPERTY shall be permitted that, in the sole judgment of DECLARANT would be inharmonious, discordant or incongruous for the PROPERTY. Any future exterior changes desired by OWNER, including without limitation color, lighting and landscaping, must be first approved by DECLARANT.

- C. Pitched roofs shall have a minimum pitch of 4:12 except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs. Pitched roofs shall be

constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event that some new and attractive material for roofing surfaces is discovered, or invented, DECLARANT may, in its sole discretion, approve the use of such new material. DECLARANT shall have the right and power to approve the roof color(s) for the PROPERTY and upon such approval, OWNER shall only use the roof color(s) approved by DECLARANT. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over forty (40%) percent of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the DWELLING. Notwithstanding the above, a flat roof located elsewhere than to the rear of the DWELLING may be permissible only if approved by DECLARANT.

- D. The required landscaping shall be installed at the time of completion of the DWELLING(S) or building(s) on the PROPERTY, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental regulatory agency. All areas of the PROPERTY not covered by DWELLINGS, buildings, structures, patios, recreational areas or paved parking and service road facilities shall be maintained as landscaped areas.
- E. DECLARANT'S approval or disapproval of plans and specifications, location and site plan may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of DECLARANT. DECLARANT'S approval of plans and specifications shall never be deemed a representation as to the technical sufficiency of the plans and specifications. OWNER shall have full responsibility for the sufficiency of design and structure, and for conformity with the requirements of all regulatory agencies.
- F. No structure or DWELLING of any kind of what is commonly known as "factory built", "modular", or "mobile home" -type construction shall be erected on the PROPERTY, except that a temporary construction or sales facility may be permitted by DECLARANT during the construction of DWELLING units on the PROPERTY pursuant to Paragraph 10. of ARTICLE II hereof.
- G. No newspaper or magazine vending machines or "racks" shall be placed on the PROPERTY until the style, design, type, appearance, material, mounting, color and location thereof shall have been approved in writing by DECLARANT prior to installation. DECLARANT shall have the right and power to select a uniform style and/or brand of newspaper and/or magazine vending machines or "racks" for use on the PROPERTY and upon such selection OWNER shall only use the uniform machine or "rack" selected by DECLARANT.
- II. Failure to submit plans and specifications or failure to acquire the approval of DECLARANT as required herein, shall be deemed a material breach of this Declaration. DECLARANT shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith, or a prohibitory injunction to prevent any unapproved structure from being built.

6. LANDSCAPING AND IRRIGATION SYSTEMS.

- A. OWNER shall install and maintain the following landscape areas (as measured at right angles), along with adequate underground irrigation systems, along the PROPERTY LINES as follows:

North PROPERTY LINE - Twenty (20) Feet
West PROPERTY LINE - Twenty (20) Feet
South PROPERTY LINE - Fifteen (15) Feet
East PROPERTY LINE - Ten (10) Feet

- B. In addition to the landscape area defined above, OWNER shall install and maintain landscaping and underground irrigation systems throughout the parking and service drive areas as shown on the landscape plans approved by DECLARANT pursuant to this Declaration. In addition to the landscaping requirements hereinabove, the DECLARANT has landscaping requirements and the landscape plans for the PROPERTY and each SITE when submitted to DECLARANT for approval must conform to those requirements. All landscape areas (i) shall be maintained by OWNER in good and living condition at all times to the pavement edge of abutting road right-of-ways and to the waterline of abutting canal right-of-ways, if any; and (ii) shall have installed and continuously maintained an adequate irrigation system. "Good and Living Condition" for the landscape areas shall mean the proper irrigation, fertilizing, grooming and trimming of all landscaping thereof, and the replacement of dead, diseased and/or missing landscaping with the landscaping of the same species, height, width, and quality as the remaining landscaping on the landscape areas. All areas not covered by approved DWELLINGS, buildings, structures or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. An automatic underground irrigation system of sufficient size and capacity to irrigate all landscaping within the PROPERTY or SITE shall be installed and adequately maintained by each OWNER or the homeowners' association or condominium association, if any. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.
- C. Ingress and egress for the PROPERTY shall only be permitted across the west PROPERTY LINE landscape area (i) as shown on the site plan approved by DECLARANT pursuant to this Declaration; and (ii) contiguous to Coral Ridge Drive. Street access to and from the PROPERTY will not be permitted from Westview Drive.
- D. DECLARANT hereby reserves for itself, its successors and assigns, easements for the installation and maintenance of public utilities, public service facilities and drainage facilities along, through, in, over and under the PROPERTY LINE landscape area described above; provided, however, DECLARANT, its successors or assigns, as the case may be, shall restore the surface of the easement area, including landscaping and improvements, immediately following installation or repair of any such utility or facility. DECLARANT will cause to be recorded from time to time various declarations of easements setting forth the location and purpose of all said easements under the rights herein reserved.
- E. Failure by OWNER to install and/or maintain the landscaping and irrigation systems as required herein (including required landscaping and irrigation systems for individual SITES), and upon fifteen (15) days after written notice to commence the corrections or improvements as required by DECLARANT, shall be cause for DECLARANT to enter upon the PROPERTY or SITE to

install and/or maintain such landscape material and/or irrigation systems and such entry shall not be deemed a trespass. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT for payment. Upon failure by OWNER to make such payment within said period DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE, as the case may be, in the Public Records of Broward County, Florida, in order to secure such payment, and other sums, all as hereinafter set forth.

7. PARKING, GARAGES AND STORAGE AREAS.

- A. A fully enclosed garage designed for storage of at least (i) one (1) automobile shall be required for each DWELLING containing up to a maximum of three (3) bedrooms; and (ii) two (2) automobiles shall be required for each DWELLING containing three (3) bedrooms and a den or four (4) bedrooms or more. No parking garage shall be constructed or erected on a SITE which is separated from a DWELLING. No garage shall be converted into additional living area. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage.
- B. Except as permitted by DECLARANT in writing, no unenclosed storage area shall be permitted on the PROPERTY, and no enclosed storage area shall be permitted which is separated from any building(s) or DWELLING(S).
- C. During construction periods, outside storage of construction materials shall be temporarily permitted within fenced locations on the PROPERTY as approved by DECLARANT.

8. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the PROPERTY LINES shall be permitted with a height of more than six (6) feet without approval of DECLARANT. No wall or fence shall be constructed on the PROPERTY until its height, length, type, design, composition, material, color and location shall have been approved by DECLARANT. No wood fencing material shall be permitted. The height of any wall, fence, hedge or shrubbery shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by DECLARANT, whose decision shall be final.

9. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, antenna towers, satellite dishes, flagpoles or electronic devices shall be permitted unless the design and location on the PROPERTY and shielding are first approved by DECLARANT, which approval shall require appropriate landscaping or other screening, except in the case of flagpoles. Only one (1) flagpole (for display of the American flag only) per SITE shall be permitted and an approved flagpole shall not be used as an antenna unless first approved by DECLARANT. None of the above mentioned facilities shall exceed a height of thirty-five (35) feet above ground level or the height of any building or DWELLING, whichever is less.

10. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted on the PROPERTY unless approved by DECLARANT. DECLARANT may, upon request of OWNER, permit a temporary construction or sales facility during construction and its size, appearance, color, materials, and temporary location on the PROPERTY or SITE, must be first approved by DECLARANT. Accessory buildings or structures permitted on individual SITES are limited to garages, enclosed storage buildings, pools, spas, hot tubs, decks, cabanas, screen enclosures, walls, fences, awnings, trellises and mechanical equipment with its enclosure, provided that any accessory

walls, fences or other structures are finished in the same or compatible materials and colors as the principal DWELLING. Screen enclosures that extend above any enclosing walls are permitted only in the side or rear yard areas and must be set back a minimum of five (5) feet from the SITE Line; provided, however, in no event shall screen enclosures be set back less than the minimum building setback areas stated in Paragraph 2. of ARTICLE II hereinabove for perimeter PROPERTY LINES.

11. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

- A. All garbage and trash containers, oil tanks, fuel tanks, bottled gas tanks, irrigation system pumps, and swimming pool equipment, pumps and housing, on the PROPERTY or SITE shall be underground or placed within walled-in and/or landscaped-screened areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by DECLARANT.
- B. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent properties. Wall and window air-conditioning units are prohibited.
- C. No solar collection devices shall be placed on the PROPERTY or SITE until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall not be placed on the front portion of a roof, unless approved otherwise by DECLARANT. Support structures for such devices, together with the plumbing and wiring thereto, shall be located and screened so as not to be readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.
- D. No miscellaneous energy devices, including, but not limited to, devices that perform functions such as electrical energy generation, shall be placed on the PROPERTY or SITE until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall be located and screened so as not to be readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.
- E. DECLARANT shall have the right to approve any specific shielding or screening and such approval shall be binding on all persons so long as it is maintained in the condition as approved by DECLARANT.

12. CLOTHES DRYING AREA. No outdoor clothes drying areas may be placed on any SITE or any portion of the PROPERTY until its location and material for the clotheslines have been submitted to and approved by DECLARANT. No outdoor clothes drying area shall be allowed on any SITE except in the rear of a SITE. In the case of corner SITES, the outdoor clothes drying area shall not be placed within twenty-five (25') feet of the SITE street side. The outdoor clothes drying area shall be located and screened so it is not readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.

13. SIGNS. No signs, either permanent or temporary in nature, shall be erected or displayed on any SITE or any portion of the PROPERTY, or on any DWELLING, building, structure, vehicle or window (or be visible through any window of any DWELLING on any SITE or any portion of the PROPERTY from any location on or off the PROPERTY), unless the placement, character, form, color, size and time of placement of such signs be first approved by DECLARANT. All signs must also be in conformance with local regulatory ordinances. No freestanding signs shall be permitted unless approved by DECLARANT. No advertising flags,

pennants, streamers, balloons or the like shall be displayed or tethered on any portion of the PROPERTY or on any DWELLING, building, structure or vehicle on any SITE or any portion of the PROPERTY sign or any other type of identification will be permitted that includes the use of the word "Estate" or "Estates" or any other derivative of same.

14. MAINTENANCE OF PROPERTY.

- A. No weeds, underbrush, dead or dying trees and landscape materials, or unsightly growths shall be permitted to grow or remain on any SITE or any portion of the PROPERTY, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain on the PROPERTY or SITE. Failure by OWNER to keep the PROPERTY or SITE free of weeds, underbrush, unsightly growths, refuse, trash, junk or other unsightly objects, and upon fifteen (15) days after notice to commence the corrections as required by DECLARANT, shall be cause for DECLARANT to enter the PROPERTY or SITE to remove said objectionable material and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment.
- B. OWNER shall maintain the PROPERTY or SITE and the DWELLINGS, buildings, structures, improvements, sidewalks and appurtenances thereon in a good, safe, clean, neat, finished, painted and attractive condition at all times to the satisfaction of DECLARANT. OWNER shall maintain the landscaping along Westview Drive and east for a distance of approximately fifty-three (53') feet as measured from the east PROPERTY LINE to the center of the "ADDITIONAL DRAINAGE AND MAINTENANCE AREA NO. 1" located to the immediate east of PROPERTY. All DWELLINGS and structures shall be maintained in a finished, painted and attractive condition, and no rust stains or discoloration shall be permitted upon the exterior surfaces of any DWELLING or structure. Failure by OWNER to maintain as required herein, and upon fifteen (15) days after notice to commence the corrections or improvements as required by DECLARANT, shall be cause for DECLARANT to enter the PROPERTY or SITE, and such entry shall not be deemed a trespass, to make such corrections or improvements as may be necessary to conform with the maintenance requirements herein. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT for payment.
- C. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

15. COMMERCIAL VEHICLES, BUSES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS.

- A. No "commercial vehicle" (as such term is defined in Section 18-5 of the City of Coral Springs Code, in effect on the date of recordation of this Declaration) (i) shall be permitted to be parked on the PROPERTY for a period of more than four (4) hours unless such commercial vehicle is temporarily present and necessary in the actual construction or repair of a structure, or for ground/landscape maintenance, or (ii) shall be permitted to be parked overnight or stored on the PROPERTY unless same is fully enclosed inside a building/DWELLING.
- B. No bus, boat, boat trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be

parked or stored on the PROPERTY unless fully enclosed inside a building/DWELLING or parked in an area designated by DECLARANT for such purposes.

- C. No vehicle shall be used under any circumstances as a domicile or residence, either permanent or temporary.
- D. Sections A through C of this Paragraph 15 of ARTICLE II shall not be deemed to prohibit any temporary facility otherwise permitted pursuant to this Declaration.

16. NO OIL AND MINING OPERATIONS. No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the PROPERTY, nor shall oil or gas wells, tanks, tunnels, mining excavations or shafts be permitted upon the PROPERTY. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon the PROPERTY.

17. PETS AND ANIMALS.

- A. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by DECLARANT in its sole discretion. All animals shall be contained on the OWNER'S SITE and shall not be permitted to roam free, or to otherwise disturb the peace of other OWNERS.
- B. Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by DECLARANT in its sole discretion.
- C. No animal breeding or sales as a business shall be permitted on the PROPERTY.

18. NUISANCES. Nothing shall be done on the PROPERTY which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on upon the PROPERTY, nor may anything be done on the PROPERTY which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Paragraph shall be decided by DECLARANT, whose decision shall be final.

19. FILLING IN. The PROPERTY shall not be increased in size by filling in the lake or canal, if any, on which it abuts, and the slope of the lake or canal bank, if any, shall be maintained by OWNER. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of DECLARANT and the North Springs Improvement District, a local unit of special government and public corporation of the State of Florida.

20. COMPLETION OF CONSTRUCTION. When the construction of any DWELLING or structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER fails to make substantial progress toward completion within thirty (30) days of written notice by DECLARANT [which may be furnished within said sixty (60) day period], DECLARANT may enter upon the PROPERTY or SITE and take such steps as may be required to correct the undesirable appearance or existence of the DWELLING or structure, including, but not limited to, demolition and/or removal thereof and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment. The reason for such correction shall be solely at the discretion of DECLARANT and may include but not be limited to aesthetic grounds.

DECLARANT may alternatively pursue any of the other remedies under this Declaration as DECLARANT determines. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

21. CONDOMINIUM/ZERO LOT LINE DWELLINGS. The PROPERTY shall not be divided, subdivided, sold or conveyed, except as a whole or as hereinafter provided. No restrictions herein contained shall be construed as in any manner limiting or preventing the PROPERTY, or any portion thereof, and the improvements thereon from being submitted to (i) a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for the PROPERTY shall not be construed as constituting a subdivision of the PROPERTY; and (ii) a plan of Fee Simple Zero Lot Line ownership, and particularly the Fee Simple conveyance of SITES on the PROPERTY shall not be construed as constituting a subdivision of the PROPERTY.

A. The conveyance or dedication of a portion of the PROPERTY to a Public entity for roadway, turn lanes or curb cuts shall not be considered a subdivision of the PROPERTY, and, further, upon the Public entity's acceptance of such purpose of this Declaration, all building setbacks shall be measured from the original PROPERTY Line and not the "New Property Line" existing after such conveyance or dedication. All PROPERTY Line landscape areas shall, subsequent to any conveyance or dedication to a Public entity, be measured from the New Property Line and not from the original PROPERTY Line. Any dispute in regards to this Paragraph shall be resolved by DECLARANT whose decision shall be final.

22. NON-LIABILITY OF DECLARANT. DECLARANT shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than itself.

23. APPROVALS. All approvals and disapprovals under this Declaration shall be in writing.

24. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNER, but also to any person or persons, entity or entities, occupying OWNER'S premises under lease from OWNER or by permission or invitation of OWNER or OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of this Declaration. OWNER shall be responsible for any violations of this Declaration by OWNER'S tenants, employees, licensees, invitees or guests and by the guests, employees, licensees, and invitees of OWNER'S tenants at any time.

25. NOTICE TO DECLARANT. Any notice to DECLARANT, or requests for approval of plans, specifications and location of DWELLINGS, structures, buildings, signs or other improvements shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.

26. NOTICE TO OWNER. Notice to OWNER of a violation of this Declaration or any other notice or request herein required shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.

27. RESTRICTIONS RUN WITH THE LAND. The covenants, reservations, restrictions and other provisions of this Declaration shall constitute an easement and imposition in and upon the PROPERTY and every part

thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, their successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time these restrictions shall be extended for successive periods of ten (10) years each until an instrument signed by a majority of the then OWNERS of the PROPERTY has been recorded agreeing to change or terminate this Declaration in whole or in part.

28. AMENDMENT. DECLARANT may (i) only during the time period D. R. Horton, Inc. is sole OWNER of the PROPERTY and every SITE therein; and (ii) only upon the request of D. R. Horton, Inc. modify, amend, or add to this Declaration or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein. D. R. Horton, Inc. shall be required to join in said modification, amendment or addition in the event request is made to DECLARANT for modification, amendment or additions to this Declaration; however, in no event will there be any modification, amendment or addition(s) to this Declaration without the specific joinder of D. R. Horton, Inc. Subsequent to the time period in Paragraph 28 (i) hereof, DECLARANT, may, in its sole discretion, modify, amend or add to this Declaration or any part thereof. In the event a request is made to DECLARANT for modification, amendment or additions to this Declaration, all OWNERS will be required to join in said modification, amendment or addition. DECLARANT shall assume no obligation or responsibility with regard to said joinder(s) and DECLARANT reserves the right to deny any request for modification, amendment or addition to this Declaration in its sole discretion.

29. LIENS AND ENFORCEMENT.

- A. Enforcement of this Declaration by DECLARANT shall be by any procedure at law or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created hereby.
- B. Any Claim of Lien that may be filed, as provided in this Declaration, shall be effective from and after the date of recording in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due, including interest from date of delinquency at the highest rate permitted by law, and the date when due, and the lien shall continue in effect until all sums secured by the Claim of Lien, as hereby provided, shall have been fully paid. Said liens may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. A suit to recover a money judgment for unpaid payments may be maintained at the option of the lien holder without waiving the lien securing same.
- C. Any payment(s) not paid within the time periods stated in this Declaration, shall be delinquent and shall have added thereto interest at the highest rate allowed by law from the date such payment(s) were due.
- D. All costs of collection or enforcement, including court costs and reasonable attorneys' fees (whether or not suit be filed), which costs and fees shall include those caused by reason of appellate proceedings, incurred in the collection of any payment(s), the foreclosure of any lien, and the enforcement of any of these covenants, easements, restrictions and reservations, shall be paid by OWNER.
- E. Failure by DECLARANT to enforce any provision under this Declaration shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.

30. **SEVERABILITY.** Invalidation of any provision under this Declaration, in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

31. **CAPTIONS.** The captions of the various Paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

IN WITNESS WHEREOF, the DECLARANT does hereby execute this Declaration in its name, by its undersigned authorized officers, and affixes its corporate seal hereto, all as of the day and year first above mentioned.

[Corporate Seal]

FLORIDA NATIONAL PROPERTIES, INC.

By: [Signature]
W. Buntmeyer, President

Address: 3300 University Drive
Coral Springs, Florida 33065

Attest: [Signature]
James P. McGowan, Secretary

Address: 3300 University Drive
Coral Springs, Florida 33065

APPROVED
[Signature]

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing Declaration was acknowledged before me this 31st day of August, 1993, by W. BUNTEMAYER and JAMES P. MCGOWAN, President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me.

[Signature]
Name: _____
Notary Public
Commission No. _____

My Commission Expires:

[Notary Seal]

