

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
DANIELA SPRINGS**

Dated: October 17, 2012

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"C"	Articles
"D"	Bylaws
"E"	Community-wide Standards

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
DANIELA SPRINGS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DANIELA SPRINGS ("Declaration") is made this 17th day of October, 2012, by PARAGON HOMES OF CORAL SPRINGS, LLC, a Florida limited liability company, its successors and assigns, with offices at 5240 South University Drive, Suite 102, Davie, FL 33328 (hereinafter referred to as the "Declarant"), and joined in by DANIELA SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, with offices at 5240 South University Drive, Suite 102, Davie, FL 33328 (hereinafter referred to as the "Association").

RECITALS:

- A. Declarant owns certain real property located within the City of Coral Springs, Broward County, Florida, which is more particularly described on Exhibit "A" attached hereto (the "Property") and is graphically described on the "Property Plan" attached hereto as Exhibit "B."
- B. Declarant is developing the Property as part of "Daniela Springs," a planned, residential community (hereinafter called the "Project").
- C. In order to provide for the orderly development and efficient operation of the Property and to maintain the values thereof, Declarant intends to develop the Property pursuant to a general plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitude, liens and burdens, all running with the Property, as hereinafter set forth.
- D. 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 Property have been delegated and assigned including, without limitation, operation, administration, maintenance and repair of portions of the Property, including the "Common Properties" (as hereinafter defined), and administering and enforcing the provisions of this Declaration.
- NOW, THEREFORE, Declarant hereby declares that the Property 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 servitude and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

Article I.
DEFINITIONS

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

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

1.03 "Association" shall mean and refer to Daniela Springs Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

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

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

1.06 "City" shall mean and refer to the City of Coral Springs, Florida.

1.07 "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" (as hereinafter defined) of the Association.

1.08 "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 Bylaws, 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 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 benefiting the Common Properties, and 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) costs of bonding the members of the Board and the "Management Company" (as hereinafter defined); (g) taxes paid by the Association, including real property taxes for the Common Properties, if any; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; (i) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, and (j) maintenance of any other lands or facilities which are in any way serving for benefiting the Project, including, without

limitation, that which is set forth in Section 4.02 of this Declaration, the Association's rights or duties hereunder, and/or for the benefit of the Owners or the Property.

1.09 "Common Properties" shall mean and refer to those portions of the Property which are declared as being Common Properties in this Declaration or in any "Supplemental Declaration" or "Site Plan" (as each is 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 real property described herein and in the Plat reserved or dedicated to the Association as the initial Common Properties, and the Association is bound to accept any conveyance from the Developer of such Common Properties at any time.

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

1.11 "Declarant" shall mean and refer to Paragon Homes of Coral Springs, LLC, a Florida limited liability company, presently having an office located in Broward County, Florida, and any assignee of Declarant's rights hereunder in accordance with Section 16.12 hereof, but only to the extent that such assignment is evidenced by an express written partial or whole assignment of Declarant's rights recorded in the Public Records of the County.

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

1.13 "Dwelling Unit" shall mean and refer to any portion of the Property upon which it is intended that one or more residential dwelling units, each to be an abode for one family or one integrated household, is to be constructed (as evidenced by the issuance of a certificate of occupancy, which may include other Dwelling Units as well) on the Property. Dwelling Unit shall include, without limitation, a vacant lot, a detached single-family home, an attached townhouse, patio or zero lot line dwelling, each portion of a duplex or other multiplex dwelling, or any apartment type unit contained in any multi-unit, multi-story residential building, whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership or possession. Dwelling Unit also includes, in the case of detached single family houses, or fee simple (non-condominium) attached houses, the real property upon which the Dwelling Unit or any structures have been or are intended to be constructed.

1.14 "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 persons not so related who maintain a common household on a Lot.

1.15 "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, buildings, structures, fixtures, walkways, sprinkler pipes and other apparatus, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs,

decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, antennas or satellite dishes, signs, and exterior air-conditioning and water-softener fixtures or equipment, if any.

1.16 "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 or breach their obligations or burdens hereunder, and the Association's enforcement of this Declaration against such Owner(s) and/or Lot(s), as further described in Section 5.05 hereof.

1.17 "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of Declarant, a bank, mortgage company, insurance company, federal or state savings and loan association, real estate or mortgage investment trust, 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.

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

1.19 "Lot" shall mean and refer to each separate parcel shown on the Plat, as described on Exhibit "B" attached hereto, or any other property designated as a Lot in any Supplemental Declaration, as each may be amended from time to time, together with any Improvements which may be constructed thereon.

1.20 "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.

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

1.22 "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 Bylaws.

1.23 "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 sublessees 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.

1.24 "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.

1.25 "Site Plan" shall mean and refer to that certain approval by the City and County, recognizing the removal of the Property from any lien, encumbrance or covenants, easements or restrictions imposed by the Plat of La Placida Villas, according to the Plat thereof, recorded in Plat Book 97, at Page 15, of the Public Records of Broward County, Florida, as amended by a "plat exemption" recorded in miscellaneous Map Book 8, Page 99.

1.26 "Residential Property" shall mean and refer to all real property within the Property 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 shown on the Plat, or as described in Exhibit "B" attached hereto, as amended from time to time.

1.27 "Rules" shall mean and refer to the rules and regulations which are duly adopted by the Association from time to time.

1.28 "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 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 all are further described in Section 5.06 hereof.

1.29 "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 Property as Common Properties or as Residential Property, as more particularly set forth in Article XII of this Declaration.

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.

Article II.

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: 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 right of the Association, in accordance with the Articles, Bylaws and this Declaration, with the vote or written assent of Members entitled to cast two-thirds (2/3rds) 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.

D. The right of the Association to suspend the right of an Owner to use the Common Properties (except for purposes of ingress and egress) for any Owner, except Declarant, 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 Bylaws.

E. The right of the Association or Declarant 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.

F. 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, including ingress and egress, as necessary, for purposes of sales, marketing, advertising, display, signs, access, construction, development and any other activities or purposes.

G. The right of the Association or Declarant to construct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.

H. 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.

I. The right of the Association or Declarant to grant such other easements over the Common Properties as Declarant deems appropriate, which easements shall be joined in or similarly granted by the Association as requested by Declarant or sought by the Association.

Anything to the contrary herein notwithstanding, no action authorized in the lettered paragraphs above shall be taken which in any fashion impairs or limits Declarant's rights

hereunder without the prior written consent of Declarant, as long as Declarant owns any portion of the Property, or any "Additional Property" (as defined in Section 12.01 hereof).

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 Bylaws. Any Owner may so delegate such rights to the Owner's tenant(s) who reside on the respective Lot, subject to the Rules and other reasonable regulations imposed by the Board.

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 Residential Property have been constructed and conveyed to purchasers, or sooner at the option of Declarant, Declarant shall convey to the Association by quit-claim deed the fee simple title to the Common Properties and the Association shall be bound to accept said conveyance without the joinder to such deed. 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 personally liable for payment of the debt secured by such mortgage(s).

2.05 Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association, the Association, and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across any private streets, sidewalks and access ways constructed on the Common Properties from time to time. All Owners, including their respective tenants, must provide reasonable, periodic access to the Declarant, Association, and their respective designees from time to time to or for purposes of the rear access to each of their respective Lots for purposes of maintenance and repair, and no locks may be used to secure any rear gates which would prevent access by the Declarant or Association for their maintenance and repair obligations within the rear portions of the Lots.

2.06 Utilities. The Property 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, telephone, electric and cable television, or "Telecommunication Services" (as defined in Section 14.08 hereof), as may be reasonably required to properly and adequately serve the Property or other portions of the Project as it exists from time to time. Declarant reserves the right to locate water, sewer, electric, and other utility meters serving any buildings or other facilities in one common location on one Lot, and in that event an easement shall exist for the common meters so constructed, and any wires, pipes, or other facilities connecting such meters to the Lots, and for the maintenance and repair of the foregoing and for the reading of such meters. Each of said easements, whether now in existence or hereafter created, shall

constitute covenants running with the Property 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.

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 construct, develop and market the Property, or any portion thereof. The Property 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 Services. Declarant hereby grants to courier or delivery services, pick-up and 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 Property, 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.

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 (as well as that portion of the adjoining Lot or Common Properties subject to such encroachment) between the Lot upon which said dwelling is located and either an adjoining Lot or a portion of the Common Properties. In all such cases, said adjoining Lot or portion of the Common Properties 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. All of such Improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section 2.09 unreasonably interfere with the use of the Lot subject to same.

2.10 Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall include the interior portions of any Dwelling Unit or unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents, for purposes of (i) maintaining landscaped areas within the front yards of each Lot, and (ii) irrigating any and all portions of each Lot pursuant to a common scheme which shall be

determined by the Association from time to time. All easement rights granted hereunder to the Association shall be deemed to have been similarly granted in favor of the Association.

2.11 Execution. If and to the extent that the creation of any of the easements described in this Article II 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 II shall recite that it is made pursuant to Article II of this Declaration.

2.12 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article II shall survive any termination of this Declaration.

Article III.

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

3.01 Membership. Every person or entity who is a record owner of a Lot, including Declarant, shall be a Member of the Association (hereinafter referred to as the "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 Bylaws, 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 Bylaws (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.

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

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

B. 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 which the sum of 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. the date which is ten (10) years from the date on which this Declaration is recorded amongst the Public Records of the County; or
2. three (3) months after the date on which Declarant ceases to own any portion of the Property; 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, and shall further retain all easement rights or other benefits enunciated in this Declaration.

Article IV.

FUNCTIONS OF THE ASSOCIATION

4.01 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 Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

4.02 Required Services. In addition to those other responsibilities specified in Section 8.02 of this Declaration, as well as in the Articles or Bylaws, the Association, or its Management Company if applicable, 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, as well as all pressure cleaning (as needed for repainting purposes) needed for exterior painted surfaces, in addition to painting, maintenance and repair and/or replacement of all exterior walls, privacy walls, and fences, as well as all entry features. The Association shall also, at its option, perform pressure

cleaning of Dwelling Unit building roofs, if needed generally, and not to clean a single roof or a few roofs which are mildewed or become stained.

B. Maintenance and care for all landscaped areas located within the Common Properties, including irrigation, and maintenance of irrigation equipment wherever placed within the Common Properties. 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, gutters, storm sewers and swales, as well as water and sewer utility systems and equipment and storm drainage for the Project throughout the Common Properties, and inclusive of any upgraded or enhanced street lighting (as compared to standard FP&L lights, fixtures and poles), which have not been dedicated to the public or any governmental body or are not the maintenance responsibility of any other entity.

D. Payment of ad valorem and commercial personal property taxes, if applicable, 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 prior to conveyance of legal title is fair in light of the Members' use and benefit of such property by virtue of easements created herein.

E. Operation of the Common Properties, including, without limitation, all recreational areas and improvements, 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. Maintenance of any onsite or offsite "Mitigation Areas" (as defined in Section 4.05 hereof), if any, which are assigned to the Association by Declarant.

G. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Articles or Bylaws.

H. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.

I. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.

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

K. To the extent that any Lot Owner fails to properly maintain its Lot, then, following appropriate notice from the Association noting such neglect, the Board may authorize all painting and maintenance of the Lot, and all Improvements thereon, as and when deemed necessary by the Board, as well as all painting and pressure cleaning (as needed for repainting purposes) needed for exterior painted surfaces of Dwelling Unit buildings, in addition to painting, maintenance and repair and/or replacement of all exterior walls, privacy walls, and fences, as well as all entry features, including a certain pier, as described on the Plat. The Association shall also, at its option, perform pressure cleaning of Dwelling Unit building roofs, if needed generally, and not to clean a single roof or a few roofs which are mildewed or become stained.

4.03 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 Property;
- B. Fire protection and prevention;
- C. Garbage and trash collection and disposal;
- D. Conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees;
- E. Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse;
- F. Maintenance of electronic and other surveillance devices. The Association shall have the right to change its surveillance devices and entrance features consistent with its rights and obligations set forth herein or under Florida law;
- G. Installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property;
- H. Such other services as are authorized in the Articles or Bylaws;
- I. Clean-up, landscaping, maintenance, dredging, water treatment, algae treatment, or other care of canals, lakes, roads or other property (public or private) adjacent to the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right 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;
- J. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project; and

K. The cleaning or pressure cleaning of driveways, to the extent that such cleaning is needed generally throughout the Property.

4.04 Surface Water Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system throughout the Project. An easement is hereby created over the Common Properties and over all drainage easements throughout the Property, whether now or hereafter existing, in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of the South Florida Water Management District (the "District"), North Broward Drainage District (the "Drainage District") and/or any other controlling governmental authority. The District and Drainage District each has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association. The Association shall maintain the entire surface water management and drainage system including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association. Notwithstanding the foregoing, the Association will have the right, but not the obligation, to maintain any property which is owned and/or maintained by the District, Drainage District or any other controlling governmental authority subject to the requirements of each.

A. Any proposed amendment to this Declaration, which would affect the surface water management and drainage system, environmental conservation areas, if any, or water management portions of the Common Properties must be submitted to the District and/or Drainage District to determine whether the proposed amendment necessitates a modification of the Surface Water Management Permit (the "Permit"). After a review of the proposed amendment, the District and/or Drainage District, as applicable, will advise the Association if a modification of the Permit is necessary.

B. The Permit and its conditions shall be attached to the rules and regulations as an Exhibit thereto. The Registered Agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

4.05 Irrigation System. A non-exclusive easement is hereby created over the applicable and necessary portions of the Common Properties and the Lots in favor of the Association, including its agents or other designees, for the installation and maintenance of the irrigation system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time, and provided that such easement shall not unreasonably interfere

with the Declarant's or any Owner's (including their respective agents or other designees) intended or permitted use of the Common Properties and/or the Lots.

4.06 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 VI hereof, (ii) collecting 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 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 4.06, 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 4.06 may not be amended.

Article V. COVENANT FOR ASSESSMENTS

5.01 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 (a) annual Common Assessments for Common Expenses; (b) Individual Assessments; and (c) Special Assessments, hereinafter collectively described as the "Assessments." All Assessments are to be imposed and collected as hereinafter provided. Each Owner shall also be obligated to timely pay any required "reserve" items as are approved by the Board and/or Association from time to time, in accordance with this Declaration. The obligation of each Lot and Owners thereof for its respective Assessments shall commence the day on which title to the Lot is conveyed by Declarant to the first purchaser thereof and shall be prorated from such date.

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-owned Lots) and shall be a continuing lien thereon as more particularly described in Article VI hereof. Each 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 Mortgages, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Owner and the successors-in-title to such Owner.

5.02 Common Assessments. The Common Assessments levied by the Association shall be used exclusively to pay 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.

5.03 Amount of Common Assessments; When Payable. At least ten (10) days prior to the beginning of each fiscal year, 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 Bylaws (less any surplus or plus any deficit from prior years), divided by all Lots. 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. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in full in advance unless determined by the Board, from time to time, to be payable more frequently. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for Common Expenses be due less than ten (10) days from the date of the notification of such Assessments. The budget and Assessment procedure shall be further subject to the provisions of the Bylaws.

5.04 Declarant Funding of Deficit. Until such time as Declarant no longer controls a majority of the Board of Directors, or such earlier date on which Declarant notifies the Association in writing that Declarant elects to pay Common Assessments for Common Expenses, as in the case of any other Owner, Declarant shall not be liable for Common Assessments for Common Expenses for any Lots owned by Declarant, but in lieu thereof, Declarant shall be responsible for all Common Expenses in excess of the Common Assessments for Common Expenses due and receivable from the other Owners, in compliance with Section 720.308, Florida Statutes; provided, however, Declarant shall not at any time be responsible for funding any "reserves," as required by the Association's budget. During such period when Declarant is not liable for Common Assessments for Common Expenses for Lots owned by Declarant, the Common Assessments for Common Expenses shall be established by Declarant based upon Declarant's good faith estimate of what the expenses of the Association would be if all Lots within the Property were improved, so that Common Assessments for Common Expenses during such period will be approximately what said Common Assessments would be if the development of the Property, as contemplated by Declarant, was complete. Such obligation of Declarant shall be deemed a Common Assessment and if Declarant fails to pay same, then the Association shall have all of the remedies for collection provided in this Declaration. If applicable, Declarant shall fund all "reserve" line items in the budget on an annual basis.

5.05 Individual Assessments. Any maintenance, repair, or replacement within the Property 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. Additionally, any fine imposed by the Board in accordance with the Bylaws 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, Bylaws, or Rules, shall be charged to such Owner and the Owner's respective Lot as an Individual Assessment.

5.06 Special Assessments. In addition to the Common and Individual Assessments authorized above, the Board may levy at any time, in accordance with the Bylaws, 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 Common Expenses of the Association not originally budgeted, including shortfalls in Common Assessments. No action authorized in this Section 5.06 shall be taken without the prior written consent of Declarant as long as Declarant owns any Lot. Such consent may be granted on the condition that the Special Assessment only be applied to Owners and Lots other than Declarant and Declarant-owned Lots, in which event Declarant and Lots owned by them shall be exempt from such Special Assessment. Special Assessments are not covered by Declarant's funding of the deficit set forth in Section 5.04 hereof. All Lots shall be assessed at the same level.

5.07 Notice for any Special Assessment. Written notice of any meeting of Members called for the purpose of authorizing a Special Assessment, or as part of an annual meeting of Members, 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.

5.08 Proportionate Share of Assessment. Common Assessments and Special Assessments provided for in this Article V shall be allocated and assessed equally among all Lots required to make such payments, pursuant to Section 5.03 hereof.

5.09 Financial Reports. Within ninety (90) days following the end of each fiscal year, 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, and 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 report shall be, at a minimum, reviewed and certified by an independent certified public accountant, and, at the election of the Board, may be audited.

5.10 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 V. 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.

5.11 Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment shall be payable pursuant to written notice to each Owner by the Board, 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.

5.12 La Placida Reimbursements. Declarant, as a condition of developing the Property, has been required by the City to build a private park in the adjacent community, "La Placida Homeowners Association, Inc., for the enjoyment of both associations. Maintenance expense of the park to be shared equally by both Associations.

Article VI.

EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

6.01 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 hereinafter imposed on the Lot by the Association (the "Assessment Lien"). The Assessment Lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' and legal assistants' fees and costs incurred at all tribunal levels, as well as late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within the time periods as provided in Sections 5.03 and 5.11 hereof 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 when due, as extended by grace periods provided hereunder, the Owner responsible therefore may be required further 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 Assessment 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 a Common Assessment is not paid within when due, as extended by grace periods provided hereunder, 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 (i) the fact that the installment is delinquent, (ii) the action required to cure the

default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) 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 Common Assessments for the then current fiscal year. If the delinquent installment(s) of Common 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 annual Common Assessment to be immediately due and payable upon written notice of such election by the Association, which may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any payments made to the Association by any Owner shall be applied or be disbursed by the Association, in order, for (i) 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 Assessment Lien; (ii) 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 Assessment Lien; (iii) interest on any Assessments or other monies due to the Association, as provided herein; and (iv) any unpaid Assessments owed to the Association with application to the oldest Assessments first.

6.02 Notice of Lien. No action shall be brought to foreclose the Assessment Lien 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, 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 5.01 hereof, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said Assessment 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 5.03 hereof). The Assessment 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.

6.03 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, which is arm's-length, made in good faith and not intended to avoid said lien, and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of 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 Assessment Lien 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 transferees; provided, however, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

6.04 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, with credit given for the amount of the judgment, and to acquire and hold, lease, mortgage and convey the same.

6.05 Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association (including payment of all delinquent principal, interest, late charges, and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of the Assessment Lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Two Hundred Fifty Dollars (\$250.00), to cover the cost of preparing and recording such release.

6.06 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.

Article VII.

RIGHTS OF INSTITUTIONAL MORTGAGEES

7.01 General Lender Rights. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any Institutional Mortgage held by an Institutional Mortgagee encumbering a Lot or residence on a Lot, conditioned on such notice or request specifying the name and address of the requesting party, then such party shall be entitled to prompt written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the Property 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.

7.02 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.

7.03 Consent of Institutional Lenders. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any Lots is required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to the Property, the Association may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the holder receives such request, and if such response is not timely received by the Association, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the Association, which affidavit, where necessary, may be recorded in the public records of the County, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an Institutional Lender is otherwise required to specifically join in an amendment to this Declaration.

7.04 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 Bylaws, or prior to the effective date of any termination of an agreement with the Management Company.

Article VIII.

MAINTENANCE AND REPAIR OBLIGATIONS

8.01 Maintenance Obligations of Owners. Except for the duty of the Association to provide for maintenance and other services as enunciated in Section 4.02 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, including all Improvements located thereon in a neat, sanitary and attractive condition, as may be subject to the Owner's respective control in accordance with the terms of this Declaration. Included within Lot Owners' obligations is the maintenance, repair and/or replacement of all sod, trees, shrubs, and other plants, as well as all irrigation systems and equipment, helping maintain same, limited to landscaping within Lots. In addition, each Owner must properly maintain each Lot, including exterior painting, caulking and pressure cleaning of all Dwelling Units constructed thereon, as and when necessary. In the event that any portion of such Lot (i) falls into disrepair, (ii) is not properly maintained so as to create a

dangerous, unsafe, unsightly, or unattractive condition, or (iii) otherwise violates any of the obligations stated in this Declaration, then 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 as is required in the Association's reasonable discretion; provided, however, the Association shall have the right of immediate entry with respect to those portions of the Lot lying outside of the house or other enclosed structures in the event of an emergency. 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, pursuant to written notice received from the Association in like fashion to an Individual Assessment. Any costs and expenses or collection may be added, at the option of the Board of Directors, to the Individual Assessment.

8.02 Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, and shall have the right, to be exercised at its option, to further maintain portions of Lots, as more particularly described in Section 4.02 hereof. The maintenance obligations of the Association shall include all recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings or other structures situated on the Common Properties, except if such facilities are to be maintained by either private or public utility companies, or some governmental agency. 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.

Article IX. USE RESTRICTIONS

The Property shall be held, used and enjoyed subject to all of the terms, limitations and restrictions of this Declaration, including this Article IX; provided, however, these restrictions shall be further amplified and/or limited by the Rules. Declarant is exempt from all of this Article IX, including the Rules applicable to this Article IX. Each of the Use Restrictions stated hereinafter may be regulated, enforced, or waived by the Association, through its Board or its designees. Each use of "Board" in this Article IX shall include its designees, unless specifically prohibited in this Declaration or under Florida law. The Use Restrictions are as follows:

9.01 Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed within any portion of the Residential Property if such are visible from anywhere outside of each prospective Lot. The Board shall have the right to reasonably require each such clothes drying area to be landscaped in a fashion which will camouflage the presence of such clothes drying lines or facilities.

9.02 Trash. No trash or garbage cans, supplies, milk bottles, or other articles shall be placed on front patios, and the Board shall have the right to prescribe a "standard" trash or garbage container to be used by each Owner. To provide a healthy environment and in order to eliminate odors and vermin, all trash and 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.

9.03 Automobiles, Commercial Vehicles and Boats. Except as provided below, truck or other commercial vehicle, including, without limitation, a commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may not be kept overnight on the Property (the "Prohibited Vehicles") unless totally enclosed in a garage and not visible from the outside. Prohibited Vehicles include, but are not limited to, those (i) 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, or (ii) containing tool racks, saddle racks, or other elements of a commercial nature. No vehicles shall be repaired within the Property, except on an emergency basis. No vehicle shall be left within the Property 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 or watercraft shall be stored overnight in the Property, 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 trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this Section 9.03 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 therefore.

9.04 Agents of Association. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such person is an officer or director of the Association acting within their scope of authority.

9.05 Construction of Improvements. During construction of any permitted Improvements on a Lot, the Lot and all other portions of the Property shall be kept in a clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Lot and the Property. After commencement of construction of any permitted Improvements on any Lot, the work thereon shall be diligently pursued and completed so that Improvements shall not remain in a partly finished condition for any period of time longer than that which is absolutely required.

9.06 Nuisances. No Owner shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant odors, or (iv) any other nuisance or annoyance by himself, his family, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. Any ultra-hazardous activity

permitted or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board.

9.07 Antennas/Satellite Dishes. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, aerial, satellite dish or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of a Lot without the prior written consent of the Board; provided, however, no approval shall be required for the installation of small (18 in.) satellite dishes located on or adjacent to the building roofs.

9.08 Signs. No sign, advertisement, notice or other lettering (except street numbers in front of Lots or names and addresses on mail boxes) shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Property 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 of such sign. No Owner shall cause any sign, advertisement, notice or other lettering to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved by the Board.

9.09 Off-Street Parking. No parking on the streets, nor encroaching on sidewalks or swale areas, shall be permitted, except as may be amended or consented to in writing by the Board.

9.10 Rules and Regulations. There are current Rules of the Association; provided, however, the Association may adopt additional reasonable rules and regulations, or amend or eliminate those operative from time to time, pertaining to the use and maintenance of the Property, including rules and regulations relating to any of the Common Properties.

9.11 Garages. No Owner shall cause any garage on his Lot to be permanently enclosed, converted, or otherwise remodeled to allow for occupancy of any occupants of the Lot, without first obtaining necessary governmental approval(s), as well as prior written approval by the Board.

9.12 Fences. Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as permitted by the Board. All fences, if permitted, must be kept in good repair, including periodic painting for wooden fences and removal of damaged portions thereof. If fences are permitted, the Board may, in its discretion, require a parallel shrubbery to camouflage the presence of such fence, and the Board may require Owners to provide access to the rear yards of Lots for maintenance purposes.

9.13 Pets and Animals. Only common household pets belonging to Owners (or those occupying Lots through the authority of Owners), and which pets have been approved by the Board, will be allowed within the Property, 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 Property; (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; and (7) No Dwelling Unit may house more than two (2) pets at a time. The Board shall have the right to promulgate Rules further restricting the keeping of pets.

9.14 Emergencies. In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by its shall have the immediate right, but not the obligation, to enter any Lot for the purpose of remedying or abating the cause of such emergency, at the Board's discretion, notwithstanding that the Owner of such Lot is present at the time of such emergency.

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

9.16 Insurance. Nothing shall be done or permitted by any Owner which would increase the rate for any insurance maintained by the Association, or cause such insurance to be cancelled or not renewed by the insuror.

9.17 No Interference with Construction. No Owner shall interfere with or impede any of Declarant's construction and marketing activities within the Property so long as Declarant shall be performing same.

9.18 Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitation of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used in this Section 9.18 shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

9.19 Leasing of a Lot. Lots shall not be leased without the prior written approval of the Association, subject to leasing guidelines established by the Board from time to time; provided, however, in no event shall any Owner have the right to lease its residence more than once every six (6) months. All leases shall provide that the Association shall have the right to terminate the respective lease in the event of a default by an Owner's tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. Notwithstanding the lease of an Owner's Lot or liabilities and obligations of the Owners created hereunder, including the Rules, shall continue unabated.

9.20 No Temporary Buildings. No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Board.

9.21 Exceptions. All of the Use Restrictions set forth in Sections 9.01 through 9.21 hereof shall not apply with respect to the customary and usual activities of Declarant in connection with its construction, development and marketing of the Property. Without limitation, this shall include:

A. The construction of buildings, or any other Improvements within the Property; and

B. The sale of residences by Declarant or any other person or entity initially constructing residences within any portion of the Property.

Article X.

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 and Declarant-owned Lots shall be exempt from such Special Assessments, in accordance with Section 5.06 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 preapprove plans to be submitted to the Members at a special meeting of Members. Declarant and Declarant-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof.

D. Each Owner shall be liable to the Association for any damage to the Common Properties 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.

Article XI.

INSURANCE

11.01 Common Properties. The Association shall keep all buildings, structures, fixtures and other insurable Improvements located on the Common Properties insured under a blanket all-risk insurance policy against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles). The Association shall obtain and keep in full force and effect windstorm and flood insurance coverages, 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. Insurance proceeds may be used by the Association for the repair or replacement of the property for which the insurance was carried, at the option of the Board. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

11.02 Replacement or Repair of Property. 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 X of this Declaration; provided, however, should there be any damage directly caused by or arising out of the action or inaction of any Owner or other occupant of a Lot, as to which an Owner is then responsible, which damage has been caused to any of the Common Properties or other Lots within the Project, then such responsible Owner(s) shall be fully liable for such damage or destruction caused, which shall include, without limitation, any reasonable expenses incurred by the Association, including the payment of any deductible sums under any insurance policy.

11.03 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 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.

11.04 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverage, in such limited 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. 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 errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

11.05 Individual Insurance. By virtue of taking title to a Lot subject to the terms of the Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon, as well as windstorm and flood insurance coverages. Each Owner of a Lot further covenants and agrees in the event of a loss or damage resulting in less than total destruction of structures comprising such Lot, then the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure as soon as reasonably practicable, but in any event within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, and pursuant to all governmental regulations and requirements then in effect.

The Owner shall pay any costs of repair and reconstruction which are not covered by insurance proceeds. Any such repair or reconstruction shall be substantially in accordance with the original plans and specifications (allowing for building or fire code changes and technical or functional improvements) or as otherwise approved by the "ARC" (as defined in Section 13.01 hereof) and the Association's Board of Directors.

Article XII.

ANNEXATION OF ADDITIONAL PROPERTY AND WITHDRAWAL OF PROPERTY

12.01 Annexation Without Approval of Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex additional real property and subject same to the provisions of this Declaration and the jurisdiction of the Association to all or any portion of the real property described in a Supplemental Declaration (the "Additional Property"). Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

12.02 Annexation With Approval of Membership. Subject to the consent of the owner thereof, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than seventy-five percent (75%) of the Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 12.02 and to ascertain the presence of a quorum at such meeting.

12.03 Acquisition of Additional Common Properties. Declarant may convey to the Association additional real property, improved or unimproved, and upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as Common Properties for the benefit of all of its Members.

12.04 Withdrawal of Property. Declarant shall be entitled to withdraw all or a portion of the Property owned by Declarant from the terms and conditions of this Declaration. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Property

from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration as often as it chooses to do so, in its sole and absolute discretion, and without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

12.05 Amendment. This Article XII shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any portions of the Property.

Article XIII.

ARCHITECTURAL CONTROL

13.01 Improvements. All "Improvements" as defined hereby shall be subject to approval, as necessary; provided, however, the Board shall hereby retain the right, to be exercised at any time in the future, at its option, to create an Architectural Review Committee ("ARC") in accordance with this Article XIII, whereby, the ARC shall create certain building criteria and have the right to require that Improvements constructed within the Property be in compliance with such criteria.

13.02 The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC," or "Committee," shall initially consist of one (1) person who shall be designated by Declarant from time to time which number of Committee members may be increased by Declarant at any time. The Committee member appointed by Declarant shall hold office until the membership ceases pursuant to Article III of this Declaration. Thereafter, the Committee shall consist of three (3) members who shall be appointed by the Board and shall hold office until such time as they shall resign or be removed by the Board. Members of the Committee not appointed by Declarant may be removed by the Board at any time without cause.

13.03 Community-Wide Standard. Subject to Section 13.10 below, no Improvement of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, 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 Committee, in accordance with the "Community-Wide Standard." The "Community-Wide Standard" shall mean the conduct, maintenance or other

activity generally prevailing throughout the Property, but may be more specifically determined by the Board or the ARC, though not inconsistent with any standard created by the Declarant. The Committee 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 Property and that the appearance of any Improvement or other structure affected thereby will be in harmony with surrounding structures and Improvements and is otherwise desirable. The Committee 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 Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee 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 Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee 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 Committee may be made on the condition that such landscaping be maintained by and at the sole cost of the Owner of the affected 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.

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

13.05 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties of the Committee on its behalf. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

13.06 No Waiver of Future Approvals. The approval of the Committee 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 Committee, 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.

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

13.08 Liability of the Committee. No member of the Committee (or Declarant or the Board which appointed them or any representative designated by the Committee) 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 the Committee members (and the Declarant and/or Board which appointed them and any representative designated by the Committee) 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 committee members, their representative, or appointing entity.

13.09 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 XIII, the applicant for such approval ("Applicant") shall give written notice of completion to the Committee.

B. Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such completed work. If the Committee 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 Committee shall notify the Board in writing of such failure. Upon proper notice and hearing, 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 Committee 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.

13.10 Declarant's Exemption. Anything herein to the contrary notwithstanding, Declarant and any builder designated by Declarant, and all property owned by any of the foregoing shall be exempt from the provisions of this Article XIII. Declarant and any builder designated by Declarant, shall not be obligated to obtain Committee approval for and construction or changes in construction which Declarant or other builder designated by Declarant may elect to make.

13.11 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declarations for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

13.12 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Project is completed, Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

13.13 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

13.14 Permits and Governmental Approval. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction. Approval by the City, County and/or other applicable governmental authority does not waive the requirement for ACC approval. Likewise, ACC approval does not relieve Owner of the responsibility of obtaining any and all necessary governmental permits and approvals.

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

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

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

13.18 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any Improvement constructed or erected by other than Declarant, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Article 13.

13.19 Exculpation. Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Dwelling Unit, that it shall not bring any action or suit against Declarant, the Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 13.19.

13.20 Indemnification. The Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Article XIV.

ADDITIONAL RIGHTS OF DECLARANT

14.01 Sales, Leasing and Administrative Offices. Declarant shall have the perpetual right, subject to all applicable laws, ordinances and regulations, to take such action reasonably necessary to transact any business necessary to consummate the development and construction of the Project and sales and re-sales and leasing of Dwelling Units and/or other properties owned by Declarant or others outside of the Project. This right shall include, but not be limited to, the right to maintain models, sales offices, rental offices, and parking associated therewith, have signs on any portion of the Property, including Common Properties, employees in the models and offices without the payment of rent or any other fee, and maintain offices in models and use of the Common Properties to show Dwelling Units. All sales and rental offices and signs and all items pertaining to development and construction, as well as sales and leasing, remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to one any other builders of Dwelling Units. The rights reserved hereunder shall extend beyond the completion of the Project.

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

14.03 Promotional Events. Prior to the Project's completion, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within the Project and/or on the Common Properties, without any charge for use. Declarant, its agents, affiliates,

or assignees shall have the right to market the Project, inclusive of its improvements in advertisements and other media by making reference to the Project, including, but not limited to, pictures or drawings of the Project, Common Properties, Dwelling Units and other Improvements constructed in the Project. All logos, trademarks, and designs used in connection with the Project are the property of Declarant, and the Association shall have no right to use the same after the completion of the Project except with the express written permission of Declarant. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to one or more Owners and/or other builders of Dwelling Units, in whatever fashion is deemed acceptable to Declarant.

14.04 Use by Prospective Purchasers. Prior to the completion of the Project, Declarant shall have the right, without charge, to use the Common Properties for the purpose of entertaining prospective tenants and purchasers of Dwelling Units, or other properties owned by Declarant outside of the Project.

14.05 Management. Declarant may manage the Common Properties by contract with the Association, or cause the management to be handled by any affiliate or third-party management company, prior to completion of the Project.

14.06 Easements. Until the completion of the Project, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across the Project. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Properties in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Dwelling Unit, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Dwelling Unit as a residence. As an illustration, Declarant may grant as easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the completion of the Project without the prior written consent of Declarant which may be granted or denied in its sole discretion.

14.07 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating

thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

14.08 Telecommunications Services.

A. Right to Contract for Telecommunications Services. The Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of Wi-Fi, internet, ethernet or other Telecommunications Services for all or any part of the Project. Prior to the completion of the Project, all contracts between a provider of Telecommunications Services and the Association shall be subject to the prior written approval of Declarant. Declarant and/or its nominees, successors, assigns, affiliates, and licensees may contract with the Association and act as a Telecommunications Provider for Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. The Association may enter into a contract with an affiliate Telecommunications Provider. If Declarant or its affiliate is not the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within the Project as agreed, from time to time, between the Telecommunications Provider and Declarant, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Declarant and/or the Association. All Telecommunications Providers must comply with all applicable ordinances of the City and/or County.

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

C. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Properties to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from the Association of such failure or the

Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in the Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Properties disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby the Association may restore or cause to be restored such disturbed portion of the Common Properties immediately. In the event that the Association exercises the right of self-help, each Telecommunications Provider agrees in advance that the Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of the Association hereunder. All reasonable expenses incurred by the Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of the Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) published in the Wall Street Journal (or reasonable other source should such paper cease to exist) on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between the Association and a Telecommunications Provider.

Article XV.

GENERAL DISCLOSURES

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

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

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

C. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH,

SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

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

15.03 Venue. EACH OWNER ACKNOWLEDGES THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY, FLORIDA. DECLARANT HAS AN OFFICE IN BROWARD COUNTY, FLORIDA AND EACH PARCEL IS LOCATED IN BROWARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA.

15.04 Reliance. BEFORE ACCEPTING A DEED, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT HE AND/OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A DWELLING UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR

DECLARANT TO SUBJECT THE PROJECT TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND THEIR AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND THEIR AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

15.05 Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the completion of the Project; or (ii) a relinquishment by Declarant in an amendment to this Declaration placed in the Public Records.

Article XVI. GENERAL PROVISIONS

16.01 Enforcement. This Declaration, including the Articles, Bylaws and Rules, may be enforced by the Association, as well as Declarant so long as Declarant owns any portion of the Property. Enforcement by the Association (and Declarant) shall include and be governed by the following:

A. Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by Declarant or the Association. Any judgment rendered in any action or proceeding to enforce this Declaration or the Bylaws 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 Bylaws 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.

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

D. The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. All remedies provided at law or in equity shall be deemed incorporated herein so as to permit the employment of all remedies permitted under Florida law.

16.02 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.

16.03 Term. Subject to the amendment provisions of Section 12.05 hereof, this Declaration shall run with and bind the Property 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 75% of the Members and 75% of the Institutional Mortgagees has been recorded terminating this Declaration. At such point of termination, 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 sale, operation, maintenance, repair and upkeep of the Common Properties, including a trustee's fee approved by the court, then for the payment of any debts or obligations constituting a line on the Common Properties. 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.

16.04 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 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.

16.05 Amendments. This Declaration may only be amended: (a) by the affirmative vote (at any annual or special meeting of Members) of Members holding not less than a majority of the votes of the Class A Membership [votes present, as to large associations] and (so long as Declarant owns any portion of the Property) the affirmative vote of Declarant; or (b) so long as Declarant owns any portion of the Property, by act (with or without a meeting or notice) of Declarant alone. However, no amendment shall be permitted which has a material and 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 16.05 may not be amended. In the event any amendment is sought other than by Declarant, notice shall be given to all Owners and Institutional Mortgagees who have requested notice pursuant to Article VII hereof 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, an authorized officer of the Association shall execute an amendment to this Declaration which shall set forth the terms of the amendment, which shall be effective upon its recording. 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.

16.06 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.

16.07 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 shall be used for all purposes, unless changed from time to time by notice in writing to the Association.

16.08 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, 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, 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.

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

16.10 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, Bylaws, or any Rules concerning the Property, together with the books, records, and financial statements of the Association.

16.11 Voidability of Contracts. The Association shall not have the right to cancel any contract, lease, or management agreement entered into by the Association prior to Declarant turning over control of the Association to Owners other than Declarant, unless the Association has a right of termination "without cause" in such contract, lease, or management agreement, which is exercisable without penalty at any time after transfer of control upon not more than ninety (90) days notice to the other party.

16.12 Assignability of Declarant's Rights. The rights of Declarant under this Declaration, the Articles, and the Bylaws 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 public records of the County. Any partial assignee shall not be deemed the Declarant, nor shall it be burdened by any of Declarant's obligations arising under this Declaration, except as expressly and specifically assigned and assumed. No assignee shall have any liability for any acts of Declarant or any prior declarant, prior to the date of assignment or transfer, unless such assignee is assigned and agrees to assume such liability.

16.13 Priority of Documents. This Declaration shall be paramount in those instances of irreconcilable conflict among or between it and the Articles, Bylaws, or Rules, in the absence of any express language indicating which document controls the particular subject matter; the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

16.14 Real Property Covenants. All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all Owners as herein defined, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles and Bylaws. Both the burdens imposed and the benefits derived from this Declaration shall run with each Lot, as herein defined.

16.15 No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Properties or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Section 16.15 shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

16.16 Modification of Master Plan. Declarant reserves the absolute right at any time and from time to time to modify the master plan for the Project, affecting all or any portion of the Property, and in connection therewith to develop residences upon the Property which are

ASSOCIATION:

DANIELA SPRINGS HOMEOWNERS
ASSOCIATION, INC., a Florida corporation not
for profit

By: Eduardo Camet, President

Eliza F. Klika
Print Name: ELIZA F. KLIKA

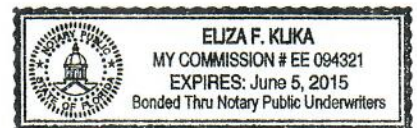
Lilly Francois
Print Name: Lilly Francois

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

The foregoing instrument was subscribed and sworn to before me this 23 day of October, 2012, by Eduardo Camet, President of DANIELA SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Corporation, who ☒ is personally known to me, or who ☐ has produced _____, as identification to me.

Eliza F. Klika
SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA
PRINT, TYPE OR STAMP COMMISSIONED NAME:⇨
COMMISSION NUMBER:
COMMISSION EXPIRES:



SKETCH AND DESCRIPTION**LEGAL DESCRIPTION:**

LOTS 13 THROUGH 46, INCLUSIVE, AND RECREATION PARCEL "B", "LA PLACIDA VILLAS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF RECREATION PARCEL "A", "LA PLACIDA VILLAS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID RECREATION PARCEL "A"; THENCE NORTH 00°27'02" EAST ALONG THE WEST LINE OF SAID RECREATION PARCEL "A", A DISTANCE OF 130.93 FEET; THENCE SOUTH 89°31'58" EAST, A DISTANCE OF 50.03 FEET; THENCE NORTH 66°06'06" EAST, A DISTANCE OF 54.89 FEET; THENCE SOUTH 00°28'02" WEST ALONG THE EAST LINE OF SAID RECREATION PARCEL "A", A DISTANCE OF 135.94 FEET; THENCE SOUTH 52°00'46" WEST, A DISTANCE OF 28.34 FEET; THENCE NORTH 89°32'58" WEST, A DISTANCE OF 77.80 FEET TO THE POINT OF BEGINNING WITH THE LAST TWO (2) CALLS BEING COINCIDENT WITH THE SOUTH LINE OF SAID RECREATION PARCEL "A".

TOGETHER WITH:

A PORTION OF PARCEL "D", "LA PLACIDA VILLAS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "D"; THENCE NORTH 00°28'02" EAST, A DISTANCE OF 47.00 FEET; THENCE SOUTH 89°31'58" EAST, A DISTANCE OF 19.00 FEET; THENCE SOUTH 00°28'02" WEST, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°31'58" WEST, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA. CONTAINING 273,418 SQUARE FEET (6.28 ACRES) MORE OR LESS.

NOTES:

- 1) Bearings shown hereon are based on the Plat of "LA PLACIDA VILLAS" (P.B. 97, PG. 15, B.C.R.)
- 2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not obstructed for rights-of-way and/or easements of record.
- 4) This Sketch and Description consists of four (4) sheets and is not complete without all sheets.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 4

REVISIONS	DATE	BY	CKD	FB/PG

**DANIELA
SPRINGS
H.O.A.**

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#6935

SCALE:	N/A	JOB NO:	00-65L-HOA
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DRAWN BY:	RRM	DATE:	5/18/12
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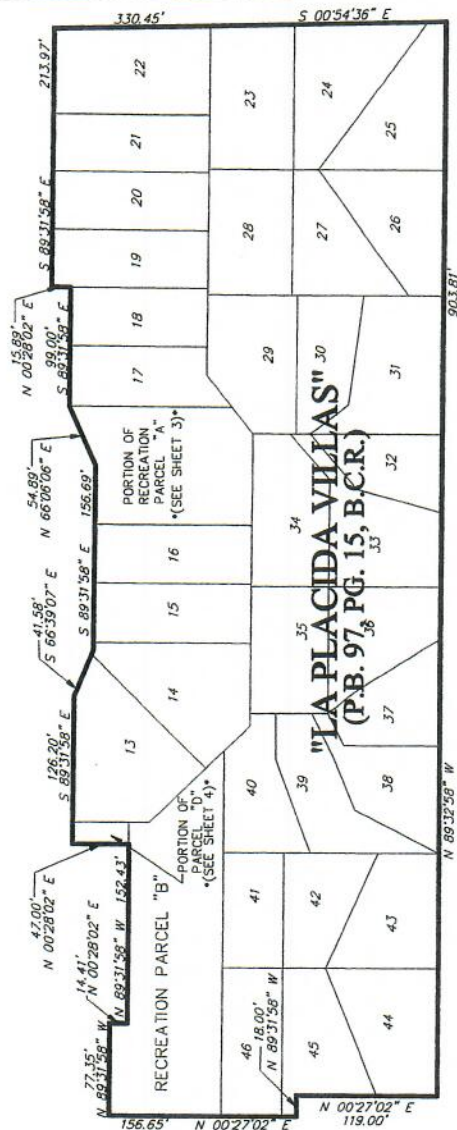
**DAVID &
GERCHAR, INC.**
SURVEYORS AND MAPPERS

12750 N.W. 40th Street, Bay 1
Coral Springs, Florida 33065
(954) 340-4025 • Fax: (954) 340-8584

SKETCH AND DESCRIPTION

 NORTH
CORAL SPRINGS DRIVE

SAMPLE ROAD



THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 4

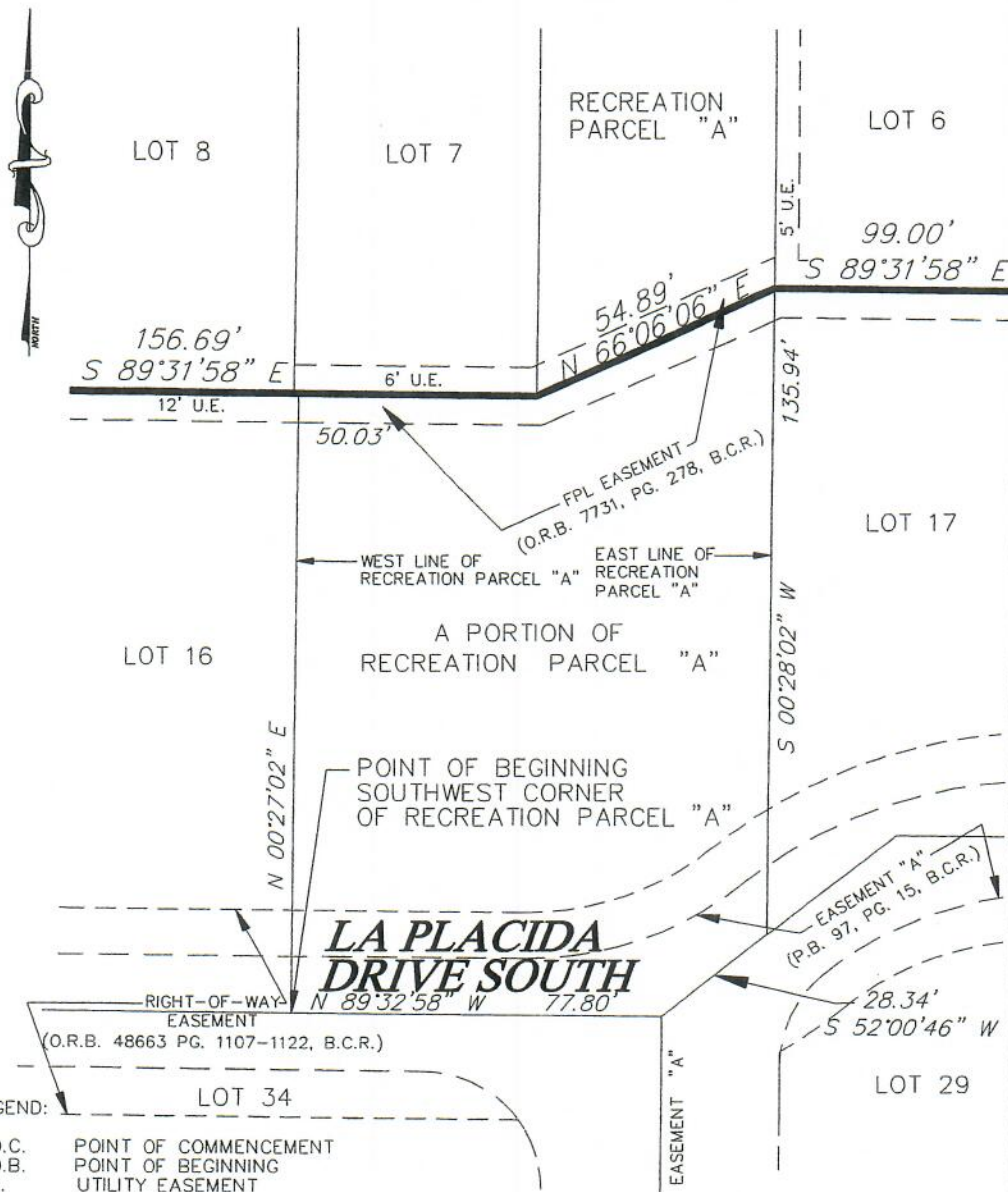
REVISIONS	DATE	BY	CKD	FB/PG

**DANIELA
SPRINGS
H.O.A.**

SCALE: 1" = 120'
 FB/PG: N/A
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 DATE: 5/18/12
 PROJ. FILE: placida new

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SKETCH AND DESCRIPTION



LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
U.E. UTILITY EASEMENT
PG. PAGE
P.B. PLAT BOOK
O.R.B. OFFICIAL RECORD BOOK
B.C.R. BROWARD COUNTY RECORDS
R/W RIGHT-OF-WAY
N.V.A.L. NON-VEHICULAR ACCESS LINE
CL CENTERLINE

THIS IS NOT A SKETCH OF SURVEY

SHEET 3 OF 4

REVISIONS	DATE	BY	CKD	FB/PG

**DANIELA
 SPRINGS
 H.O.A.**

SCALE:

1" = 30'

FB/PG:

N/A

DRAWN BY:

RRM

CKD. BY:

TD

JOB NO:

00-65L-HOA

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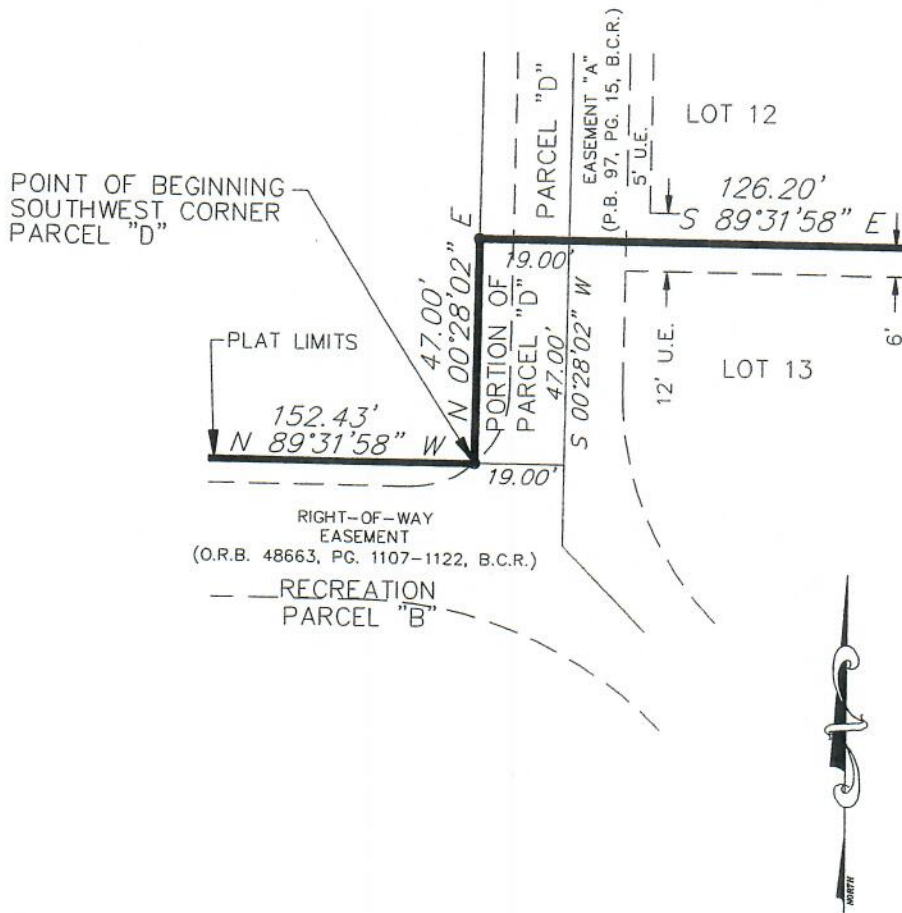
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placida new

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CL CENTERLINE

THIS IS NOT A SKETCH OF SURVEY

SHEET 4 OF 4

REVISIONS	DATE	BY	CKD	FB/PG

**DANIELA
SPRINGS
H.O.A.**

SCALE: 1" = 30'
FB/PG: N/A
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CKD. BY: TD
JOB NO: 00-65L-HOA
CAD. FILE: F:\la placida\PLAT EXEM
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LA PLACIDA VILLAS
FB 97, PG 15 BCP
(EXISTING DUPELX & SINGLE FAMILY)



EXHIBIT "C"

ARTICLES OF INCORPORATION of DANIELA SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

The undersigned incorporator by these Articles associates itself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation shall be DANIELA SPRINGS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity for the purpose of administering a portion of a residential real estate project known as "Daniela Springs" (the "Project") and accepting all dedications made to the Association under that certain plat entitled The Plat of La Placida Villas, recorded February 22, 1978 in Plat Book 97, at Page 15 of the Public Records of Broward County, Florida.

ARTICLE III

Definitions

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for Daniela Springs (the "Declaration") to be recorded in the Public Records of Broward County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

Powers

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Bylaws.

4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against "Members" (as defined in Article III of the Declaration and Article V hereof) of the Association, as owners (the "Owners") of Lots, and to use the proceeds thereof in the exercise of its powers and duties, as further described in Article V of the Declaration.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Project and other property acquired or leased by the Association.

(d) To purchase insurance upon the "Common Properties" (as defined in Section 1.09 of the Declaration) and insurance for the protection of the Association, its officers, Board of Directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.

(g) To enforce, by legal means, the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Project, subject, however, to the limitation regarding assessing Lots owned by "Declarant" (as defined in the Declaration) for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or Bylaws.

(h) To contract for the management and maintenance of the Project and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties with funds as shall be made available by the Association for such purposes. The Association, including its board and all officers, shall, however, retain at all times the powers, and duties granted by the Declaration, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Project.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE V **Members**

5.1 Membership. The members of the Association ("Members") shall consist of the Declarant and all of the Owners of Lots in the Project from time to time, as further described in the Declaration.

5.2 Assignment. Each Member's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) or more votes for each Lot, which votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one (1) Lot shall be entitled to vote for each Lot owned, pursuant to the Declaration and Bylaws.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meetings.

ARTICLE VI **Term of Existence**

The Association shall have perpetual existence.

ARTICLE VII
Incorporator

The name and address of the Incorporator of these Articles is as follows:

Charles D. Brecker, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
200 East Las Olas Boulevard – Suite 2100
Fort Lauderdale, FL 33301

ARTICLE VIII
Officers

Subject to the direction of the Board (described in Article IX below), the affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President	Eduardo Camet
Vice President	Milton Prioretto
Secretary/Treasurer	Solange B. Camet

ARTICLE IX
Board of Directors

9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board (the "Board" or "Board of Directors") consisting of the number of Board Members determined in the manner provided by the Bylaws, but which shall consist of not less than three (3), nor more than nine (9) Board Members. Members of the Board of Directors need not be Members of the Association or Owners of Lots in the Project.

9.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners of Lots when such approval is specifically required and except as provided in the Declaration.

9.3 **Election; Removal.** Board Members of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the

qualifications set forth in the Bylaws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

9.4 First Directors. The names of the Members of the first Board who shall hold office until their successors are elected and have qualified as provided in the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
Eduardo Camet	5240 S. University Drive, Suite 102 Davie, FL 33328
Milton Prioretto	5240 S. University Drive, Suite 102 Davie, FL 33328
Solange B. Camet	5240 S. University Drive, Suite 102 Davie, FL 33328

ARTICLE X **Indemnification**

10.1 Indemnity. The Association shall indemnify any Board Member, Officer, or their agents, who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such party is or was a director, employee, officers, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

10.2 Expenses. To the extent that a Member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suite or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he or she is entitled to be indemnified by the Association as authorized in this Article X.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Board Member, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a Board Member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said person against such liability under the provisions of this Article.

10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article X may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI

Bylaws

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII

Amendments

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 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.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Members of the Board and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

(a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board; or

(b) after control of the Association is turned over to Owners of Lots other than the Declarant, by not less than sixty-seven percent (67%) of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or

(c) after control of the Association is turned over to Owners of Lots other than the Declarant, but not less than seventy-five percent (75%) of the entire Board; or

(d) before control of the Association is turned over to the Owners of Lots other than the Declarant, by not less than 66-2/3% of the entire Board.

12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in the "Powers" set forth in Sections 4.3, 4.4 or 4.5, without the approval in writing of all Members and the joinder of all mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment 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 Declarant shall join in the execution of the amendment. No other amendment to this Section 12.3 shall be effective.

12.4 Declarant. Declarant has the absolute right, without the joinder of the Association or any other party to amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effective by the Declarant alone), without any consent of Members.

12.5 Recording. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law.

ARTICLE XIII
Principal Address of Association

The principal office of this Corporation shall be at 5240 S. University Drive, Suite 102, Davie, FL 33328, or such other place as may subsequently be designated by the Board.

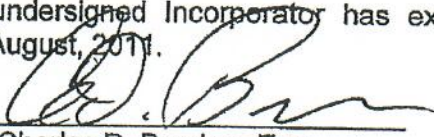
ARTICLE XIV
Conveyance

The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

ARTICLE XV
Registered Agent

The initial Registered Agent of the Association shall be Charles D. Brecker, Esq., Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 200 East Las Olas Boulevard, Suite 2100, Fort Lauderdale, FL 33301.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 18th day of August, 2011.



Charles D. Brecker, Esq.
Incorporator

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTIONS 48.091 and 617.0501, FLORIDA
STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF
THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY
OF DAVIE, COUNTY OF BROWARD, STATE OF FLORIDA, THE CORPORATION
NAMED IN THE SAID ARTICLES HAS NAMED CHARLES D. BRECKER, ESQ., AS
ITS STATUTORY REGISTERED AGENT.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER
AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO
THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



Charles D. Brecker, Esq.

Dated: August 18, 2011

EXHIBIT "D"

BYLAWS of DANIELA SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

Article 1 IDENTITY

These are the Bylaws of DANIELA SPRINGS HOMEOWNERS ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a portion of a residential real estate project known as "DANIELA SPRINGS," located in Broward County, Florida (the "Project").

Section 1. **Principal Office.** The principal office of the Association shall be at 5240 S. University Drive, Suite 102, Davie, FL 33328, or at such other place as may be subsequently designed by the Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

Section 3. **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

Article 2 DEFINITIONS

For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Daniela Springs (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires. "Developer" shall have the same meaning as "Declarant" as set forth in the Declaration.

Article 3 MEMBERS

The members of the Association ("Members") shall be as specified in the Articles and Declaration.

Section 1. **Annual Meeting.** The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than twelve (12)

months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof.

Section 2. **Special Meeting.** Special Members' meetings shall be held at such places 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 Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 3. **Notice of Meeting: Waiver of Notice.** Notice of a meeting of Members stating the time and 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. The notice of the annual meeting shall be hand delivered or sent by mail to each Lot Owner, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Article 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 4. **Quorum.** A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast one-third (33-1/3%) of the votes of Members. If voting rights of any Owner are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Owner shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

Section 5. **Voting.**

(a) Number of Votes. In any meeting of Members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible. Additionally, the Declarant, so long as it retains its Class B Membership, shall have one vote, plus two votes for every vote then held by Owners (as more particularly described in the Declaration).

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding

upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner, nor one of the joint owners. If a Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer or principal of the corporation or entity and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

(a) Number of Votes. In any meeting of Members, the Owners of Lots shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Lot Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. If a Lot is owned by a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer or principal of the corporation or entity and filed with the Secretary of the Association. Such person need not be a Lot Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Owner(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Lot Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Lot vote.

Section 6. **Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Lot Owners, but no person other than a designee of the Developer may hold more than 5 proxies.

Section 7. **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. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

Section 8. **Order of Business.** If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election 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.

Section 9. **Minutes of Meeting.** The minutes of all meetings of Lot Owners shall be kept in a book available for inspection by Lot Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 10. **Delinquent Owners.** If any Assessment or portion thereof imposed against an Owner remaining unpaid for thirty (30) days following its due date, such Owner's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

Section 11. **Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Article 4 **DIRECTORS**

Section 1. **Membership.** The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3), nor more than nine (9) "Directors", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. Directors need not be Lot Owners.

Section 2. **Election of Directors.** The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Lot entitled to vote shall have a number of votes equal to the number of vacancies to be filled. No Lot may cast more than one vote for one candidate. There shall be no cumulative voting.

Section 3. Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 15 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members present (in person or by proxy) at a special meeting of Members called for that purpose at which a quorum has been attained. The vacancy in the Board so created shall be filled by the Members at the same meeting. The conveyance of all Lots owned by a Director in the Project who owned one or more Lots at the time he was elected or appointed (other than appointees of the Developer) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the Members other than the Developer, no Directors named by the Developer shall be subject to removal by Members other than the Developer. Directors appointed by the Developer and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Owner may apply to the Circuit Court within whose jurisdiction the Project lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association and post in a conspicuous place in the Project a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

Section 4. 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.

Section 5. **Organizational Meeting.** The organizational meeting of newly-elected or appointed members of the Board 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.

Section 6. **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 meetings of the Board shall be open to all Owners and notice of such meetings shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized at any such meeting.

Section 7. **Special Meetings.** Special meetings of the 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 personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Owners and notice of a special meeting shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

Section 8. **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 to the transaction of business because the meeting is not lawfully called.

Section 9. **Quorum.** A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

Section 10. **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 from time to time until a quorum is present, provided notice of such newly scheduled meeting 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.

Section 11. **Presiding Officer.** The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

Section 12. **Order of Business.** If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (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 in part by direction of the presiding officer.

Section 13. **Minutes of Meetings.** The minutes of all meetings of the Board shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

Section 14. **Executive Committee; Other Committees.** The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Association during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Association, (b) to determine the Assessments payable by the Owners to meet the Common Expenses of the Association, or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Project.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable, subject to any limitations on Directors' rights to delegate authority as may exist under general corporate law.

Section 15. **Developer Control of Board; Turnover.** Developer shall initially appoint three (3) Directors and then thereafter, shall have the right to appoint and replace all Directors and Officers; provided, however, upon the sale or transfer by Developer of fifteen percent

(15%) of the Lots to Lot Owners other than the Developer, the Members other than the Developer 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 the Developer, the Developer shall designate one of the three Directors appointed by it to resign. This procedure is intended to give Members other than the Developer a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Developer Members, and (ii) to promote the ability of non-Developer Members to manage the Association, in anticipation of turnover.

The Developer shall turn over control of the Association to Lot Owners other than the Developer upon the first to occur of the following:

1. the date which is ten (10) years from the date on which this Declaration is recorded amongst the Public Records of the County; or
2. three (3) months after the date on which Declarant ceases to own at least ten percent (10%) of the Dwelling Units; 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, and shall further retain all easement rights or other benefits enunciated in this Declaration.

Upon any of the foregoing events, Developer shall cause all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners, other than the Developer, to elect Directors and assume control of the Association. Provided, at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Lot Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Lot Owners other than the Developer refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon any of those events occurring as set forth above. Upon such turnover, the Developer shall retain all voting rights incident to its ownership of Lots. Notwithstanding the foregoing, as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots, the Developer is entitled to elect one member of the Board.

Within a reasonable time after control of the Association is turned over to Owners other than the Developer (but not more than sixty (60) days after such event), the Developer shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The Minute Books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property;
- (j) A copy of the plans and specifications utilized in the construction or remodeling of any Improvements on the Common Properties;
- (k) Insurance policies;
- (l) Copies of any Certificates of Completion which may have been issued for the Common Properties;
- (m) Any other permits issued by governmental bodies applicable to the Common Properties in force or issued within one (1) year prior to the date the Owners take control of the Association;
- (n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Properties;
- (o) A roster of Owners and their addresses and telephone numbers, if known, as shown on the Association's records;
- (p) Leases to which the Association is a party, if applicable;

(q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,

(r) All other contracts to which the Association is a party.

Article 5

POWERS AND DUTIES

The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Properties and other property owned by the Association.

(b) Determining the expenses required for the operation of the Association.

(c) Collecting the Assessments for Common Expenses of the Association from Lot Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties and other property owned by the Association.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Project and any property owned by the Association.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.

(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.

(j) Settling or compromising claims of or against the Association in which all Owners have a common interest.

(k) Obtaining and reviewing insurance for the Common Properties and other property owned by the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Common Properties, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Project.

(n) Levying fines against appropriate Owners for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Owners.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Properties or the acquisition of property, and granting mortgages on and/or security interests in Association-owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, an Owner who pays to the creditor such portion thereof as his interest in the property owned by the Association bears to the interest of all the Owners in the property owned by the Association shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Lot. The Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Lot.

(p) Contracting for the management and maintenance of the Common Properties or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Owners or other persons to use portions of the Common Properties or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating special taxing districts.

Anything herein, in the Declaration, or elsewhere 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 against the Developer, and such purposes shall not be generally deemed Common Expenses. Funds of the Association may only be spent for such purposes to the extent they are specifically approved for such purposes by 75% of the votes of the Members of the Association. This provision may not be amended.

Article 6

OFFICERS

Section 1. **Executive Officers.** The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Owners.

Section 2. **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

Section 3. **Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

Section 4. **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to

the office of the secretary of an association and as may be required by the Directors or the President.

Section 5. **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

Section 6. **Developer Appointees.** No officer appointed by the Developer may be removed except as provided in Article 4, Section 15 hereof and by law.

Article 7 **COMPENSATION**

Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.

Article 8 **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 (other than appointees of the Developer or other Directors or officers who are not Lot Owners when elected or appointed) shall constitute a written resignation of such Director or officer.

Article 9 **FISCAL MANAGEMENT**

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

Section 1. Budget.

(a) **Adoption By 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 the Owners, provided that 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 vote of Owners of not less than a majority of all the Lots (including Lots owned by the Developer), which are present at such meeting (in person or by proxy) at which a quorum is attained.

(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 of 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 surcharges against specific Owner(s)).

(iv) Proviso. Anything herein to the contrary notwithstanding, prior to the date on which the Developer 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 (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 Article 9, Section 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.

Section 2. Common Assessments. Assessments against the Owners for their share of the items 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. Such Assessments

shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of 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 quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

Section 3. **Individual Assessments.** Charges by the Association against less than all Members for other than routine Common 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.

Section 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.

Section 5. **Depository.** The depository of the Association shall be such bank(s) or savings and loan association(s) in the State as shall be designated from time to time by the Directors 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 Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

Section 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, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

Section 7. **Fidelity Bonds.** Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.

Section 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 sixty (60) days following the end of the fiscal year, the Board may mail, or furnish by personal delivery, to each Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report, if sent, may show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

Section 9. **Application of Payment.** All payments made by an Owner shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

Section 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.

Section 11. **Developer Exemption From Assessments for Lawsuits.** The Developer shall not be liable for the payment of any Assessments applicable to Lots it owns 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 Developer.

Article 10
ROSTER OF LOT 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 of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

Article 11
PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

Article 12
AMENDMENTS

Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:

Section 1. **Notices.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

Section 2. **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the votes of Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) at any time, by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board; or

(b) after control of the Association is turned over to Owners other than the Developer, by not less than a majority of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or

(c) after control of the Association is turned over to Owners other than the Developer, by not less than 100% of the entire Board; or

(d) before control of the Association is turned over to Owners other than the Developer, by not less than 66 2/3% of the entire Board.

Section 3. **Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Mortgagees without the consent of said Developer or Mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

Section 4. **Execution and Recording.** A copy of each amendment to these Bylaws shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration or these Bylaws allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is signed as above set forth.

Article 13

RULES AND REGULATIONS

The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Project, except that subsequent to the date control of the Board is turned over by the Developer to Owners other than the Developer, 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 and regulations. Copies of such rules and regulations 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 or regulation be adopted which would prejudice the rights reserved to the Developer.

Article 14

CONSTRUCTION

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

Article 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 Bylaws or the intent of any provision hereof.

Article 16
CONFLICT

In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

Article 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, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including 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.

Article 18
SUSPENSION OF PRIVILEGES; FINES

In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations 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 and regulations, these Bylaws, 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 Bylaws 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 Bylaws, or by any rules and regulations 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 Bylaws or the rules and regulations. 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 Bylaws, shall not be subject to the provisions of this Article 18 or require the notice and hearing provided for herein.

Section 1. **Written Complaint.** A hearing to determine whether a right or privilege of an Owner or any of his Family or tenants ("Respondent") under the Declaration or these Bylaws 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 Bylaws or the rules and regulations 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.

Section 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.

Section 3. **Tribunal.** The President shall appoint Tribunal of three Owners upon receipt of a written Complaint. No member of the Tribunal shall be a Director of the Association, 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.

Section 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.

Section 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 Bylaws, the rules and regulations or the workings of the Association.

Section 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 Bylaws. 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 Bylaws or the rules and regulations 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.

The foregoing was adopted as the Bylaws of DANIELA SPRINGS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 17th day of October, 2012.

PAGE 1 OF 2

Areas considered as common are maintained by HOA. (East side will require access by Homeowners). Irrigation and irrigation maintenance provided by the HOA.



EXHIBIT "E"
PAGE 2 OF 2

DANIELA SPRINGS SITE PLAN AND MAINTENANCE PLAN

FENCING: All fencing in the community to be black coated chain link fence, 5 foot high. No other fence will be allowed.

Sides fences will require hedges to be planted every 2 feet on the inside and maintained at 5 feet high.

Front fences will require hedges to be planted every 2 feet on the outside facing the street and maintained at 5 feet. Hedges are not required in front of gates.

HEDGES: Approved hedges that can be used.

- Green Buttonwood
- Red Tip Cocoplum.

NOTE: Initial plants height need to exceed 24 inches.

FENCE

- SETBACKS:**
1. Rear and side as required the City of Coral Springs.
 2. Front setback to be 55 feet for one (1) story and 30 feet for two (2) story, measured from the corner of the garage doors.