

This is not a certified copy

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

- FOR -

SILVERLEAF

(Palm Beach County, Florida)

This document prepared by
and after recording return to:

Thomas E. Streit, Esquire
Akerman LLP
777 South Flagler Drive
Suite 1100, West Tower
West Palm Beach, FL 33401

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SILVERLEAF**

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS	1
2. DEVELOPMENT PLANS	7
2.1 Development	7
2.2 Annexation of Property	7
2.3 Withdrawal of Property	7
2.4 Effect of Annexation or Withdrawal	7
3. COMMON PROPERTY	7
3.1 Common Property	7
3.2 Recreational Facilities	8
3.3 Assumption of Responsibility for Dedicated Property	8
3.4 Easements in General	8
3.5 Conveyance of Common Property	8
3.6 Reservation for Corrections	9
3.7 Alienation of Common Property	9
4. MAINTENANCE RESPONSIBILITIES	9
4.1 Maintenance of Lots and Dwelling Units	9
4.2 Maintenance of Common Property and Other Property	10
5. PRESERVATION OF VALUES AND IMPROVEMENTS	11
5.1 Owner's Covenant for Use	11
5.2 Alterations and Improvements	11
5.3 Residential Purposes	13
5.4 Single Family Dwelling Units	13
5.5 Additional Provisions for the Preservation of the Values and Amenities of the Development	13
5.6 Compliance with Documents	19
5.7 Casualty; Destruction of Improvements	19
5.8 Portable Buildings; Outside Clothes Drying; Lakes and Canals; Outside Storage; Air Conditioning Units; Garbage Containers; Oil and Gas Tanks	19
5.9 Mailboxes	20
5.10 Visibility at Street Intersections	20
5.11 Tree Preservation	21
5.12 Street Trees	21
5.13 Personal Services	21
5.14 Soliciting	21
5.15 Transfer of Dwelling Unit/Notice to Association	21
5.16 Approved Builders	21
6. ASSOCIATION; MEMBERSHIP; DIRECTORS; TURNOVER; OFFICERS	21
6.1 Association	21

6.2	Membership	24
6.3	Directors.....	24
6.4	Termination of the Developer Control Period or Turnover.....	26
6.5	Officers.....	26
	EASEMENTS.....	28
7.1	Recognition of Existing Easements	28
7.2	Ingress-Egress/Governmental Services	28
7.3	Grant and Reservation of Other Easements	29
7.4	Private Maintenance Easements	31
7.5	Disclosure	31
8.	ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT; RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES.....	31
8.1	Affirmative Covenant to Pay Assessments and Common Costs	31
8.2	Establishment of Liens	32
8.3	Late Charges and Collection of Assessments by Association	32
8.4	Rights of Declarant and Institutional Mortgagees	33
8.5	Working Capital Fund	33
9.	METHOD OF DETERMINING ASSESSMENTS	34
9.1	Determining Amount of Assessments	34
9.2	Assessment Payments	34
9.3	Special Assessments	35
9.4	Special Lot Assessments	35
9.5	Liability of Owners for Individual Lot Assessments, Special Assessments and Special Lot Assessments.....	36
10.	COMMON COSTS; CERTAIN ASSESSMENT CLASSIFICATIONS	37
10.1	Taxes	37
10.2	Maintenance, Repair and Replacement.....	37
10.3	Administrative Expenses	38
10.4	Compliance with Laws	38
10.5	Indemnification.....	38
10.6	Failure or Refusal of Owners to Pay Assessments.....	38
10.7	Utility Charges.....	38
10.8	Extraordinary Items.....	38
10.9	Costs of Reserves.....	39
10.10	Matters of Special Assessments Generally	39
10.11	Insurance	39
10.12	Miscellaneous Expenses	39
11.	INSURANCE.....	39
11.1	The Association	39
11.2	Owners' Responsibility.....	41
12.	LEASING OF LOTS; COLLECTION OF ASSESSMENTS.....	41
13.	RIGHTS OF INSTITUTIONAL MORTGAGEES	42
13.1	General Lender Rights.....	42
13.2	Financial Statement	43
13.3	Amendments.....	43

14.	SURFACE WATER MANAGEMENT SYSTEM.....	43
14.1	Association Responsibilities.....	43
14.2	Part of Common Property; Assessments.....	43
14.3	Maintenance of Wetlands, if any.....	43
14.4	Permits; Records any.....	43
14.5	Enforcement by the District.....	43
14.6	Dissolution of Association.....	43
14.7	Easements for Access and Drainage.....	44
14.8	Amendment to Declaration.....	44
15.	LAKES AND WATER BODIES.....	44
16.	GENERAL PROVISIONS.....	46
16.1	Notices.....	46
16.2	Protecting Legal Title to Common Property.....	46
16.3	Rules.....	46
16.4	Enforcement.....	47
16.5	Captions, Headings and Titles.....	49
16.6	Context.....	49
16.7	Attorneys' Fees.....	49
16.8	Order of Precedence.....	49
16.9	Severability.....	50
16.10	Certain Rights of Declarant.....	50
16.11	Disputes as to Use.....	51
16.12	Term, Amendment, Termination and Modification.....	51
16.13	Delegation and Enforcement.....	53
16.14	Dissolution of Association.....	53
16.15	Condemnation.....	53
16.16	Estoppel Certificates.....	53
16.17	No Vested Rights.....	54
16.18	Doctrine of Merger.....	54
16.19	Approval of Association Lawsuits by Owners.....	54
16.20	Non-Liability of Declarant.....	54
16.21	Indemnification and Exculpation.....	56

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SILVERLEAF**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVERLEAF is made on the Effective Date by HOME DYNAMICS SILVERLEAF, LLC, a Florida limited liability company (the "Declarant" or "Developer"), joined by SILVERLEAF HOA, INC., a Florida corporation not for profit.

WHEREAS, Declarant is the owner of the following described real property lying in the County:

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "C"

(the "Property") and Declarant desires to develop it as a residential community; and

WHEREAS, Declarant desires, by this Declaration, to provide for the preservation of the values and improvements of the Property; and

WHEREAS, Declarant herewith imposes these protective covenants, conditions and restrictions set forth herein upon the Property; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and improvements established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, and to act and serve as a Homeowners Association, known as SILVERLEAF HOA, INC., to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, governance, maintenance, repair or replacement of portions of the Property, and the enforcement of the covenants, restrictions, easements, reservations, regulations, burdens and liens contained herein, and the collection and disbursement of the assessments and charges hereafter provided.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be held, owned, used, transferred, sold, conveyed, demised and occupied, subject to the covenants, restrictions, easements, reservations, charges, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property, and which shall be binding upon all Persons having any right, title or interest in such Property, or any part thereof, and their heirs, successors and assigns.

1. DEFINITIONS. Some of the definitions set forth in the Association Documents may contain terms, conditions, and provisions that are necessary for: (i) the proper interpretation of the Association Documents; and (ii) to fully understand the Members' rights, privileges, responsibilities, duties, liabilities, and obligations under the Association Documents and under the Association Act. Capitalized terms used above or herein that are not defined in this Section 1 shall have the meanings given to such terms elsewhere in this Declaration. When used above or herein in this Declaration, the following terms shall have the following meanings:

1.1 "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit "A"** and which are incorporated herein. The Articles may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Articles.

1.2 "Assessment" means: Individual Lot Assessments; Special Assessments; Special Lot Assessments; any and all other assessments or amenity fees which are levied or collected by the Association in accordance with the provisions of this Declaration, any other of the Association Documents, and the Association Act; and any interest and late charges that may be imposed by the Board at its discretion, and the cost of collection of any of the foregoing, including, without limitation, court costs and expenses/fees and reasonable attorneys' and paralegals' fees before trial, at trial, on appeal, and post-judgment.

1.3 "Association" means Silverleaf HOA, Inc., which is responsible for governing the Property pursuant to this Declaration.

1.4 "Association Act" shall mean and refer to the laws of the State of Florida applicable to the operations of the Association on the Effective Date (as opposed to as amended, restated, or re-codified from time to time), including, but not necessarily limited to, those laws set forth in Chapters 617 and 720 of the Florida Statutes. Chapter 720 of the Florida Statutes, being the Florida legislation specifically enacted to govern the Association and the Community, shall in all instances trump the more general legislation set forth in Chapter 617 of the Florida Statutes. In the event of any ambiguity or conflict between Chapter 617 and 720 of the Florida Statutes, Chapter 720 shall govern as necessary to resolve any such ambiguity or conflict.

1.5 "Association Documents" or "Governing Documents" means, in the aggregate, this Declaration, the Articles, the Bylaws, the Rules, and all of the instruments and documents, including easements, referred to therein or referred to herein, as same may be modified from time to time. Association Documents also includes the "governing documents" (as that term is defined in the Association Act).

1.6 "Board", "Board of Directors" or "Directors" means the Directors of the Association acting as a Board of Directors.

1.7 "Budget" means the budget for the Association, adopted pursuant to the Association Act.

1.8 "Builder" or "Homebuilder" shall mean and refer to any Person that has acquired or that acquires title to any Lot expressly in furtherance of: (1) the business of developing the Lot for eventual construction of Dwellings thereon in the ordinary course of such Person's business; or (2) the business of constructing Dwellings thereon, in the ordinary course of such Person's business, for later sale to bona fide third-party purchasers that is not a Builder or an affiliate of a Builder. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements, and reservations afforded to a Builder under the Association Documents, or that may be delegated to a Builder by Declarant under the Association Documents.

1.9 "Bylaws" means the Bylaws of the Association, as same may be amended from time to time. A copy of the initial Bylaws is attached hereto as **Exhibit "B"** and are incorporated herein. The Bylaws may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

1.10 "Common Cost(s)" or "Common Expense(s)" means the expenses for which Owners are jointly and severally liable to the Association as described in Association Documents including, but not limited to, the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its

prerogatives, including, without limitation, costs incurred for operation, management, administration, governance, maintenance, repairs, replacement, insurance and improvement of the Common Property, and for any reserves from time to time established to be set aside by the Board. Except as may be expressly set forth herein, all undertakings or activities of the Association concerning the Property, the Community, the Common Property, and enforcing the provisions of the Association Documents, shall be done at Common Cost.

1.11 "Common Property" means those portions of the Property not included within a Lot, as is more particularly described in Section 3 hereof. Common Property also includes "common areas" (as that term is defined in the Association Act).

1.12 "Community" or "Development" means the residential community subject to this Declaration and commonly known as "Silverleaf".

1.13 "Community Development District": As defined in Chapter 190 of the Florida Statutes.

1.14 "Contributing Lot" shall mean and refer to, before Turnover, each Lot not owned by Declarant or any of Declarant's affiliates or related entities. Each Lot shall first become a Contributing Lot upon the conveyance of said Lot by Declarant or any of Declarant's affiliates or related entities to any Person other than Declarant or any of Declarant's affiliates or related entities and, after Turnover, any Lot owned by Declarant.

1.15 "County" means Palm Beach County, Florida.

1.16 "Declarant" means HOME DYNAMICS SILVERLEAF, LLC, a Florida limited liability company, its successors, grantees, and assigns. Notwithstanding the foregoing, an Owner shall not, solely by the purchase of a Lot or a Dwelling Unit, be deemed a successor or assignee of Declarant or entitled to the rights or subject to the attendant liabilities of Declarant under this Declaration or any other Association Documents, unless such Owner is specifically so designated as a successor or assignee of such rights and attendant liabilities in the respective Instrument of conveyance or any other Instrument executed by Declarant and recorded in the Public Records of the County. However, if Declarant assigns only a portion of its rights as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the specific rights and attendant liabilities of Declarant hereunder which were specifically assigned to such assignee to the same extent as if the assignee had been the original Declarant, and such assignee shall not have any of the rights and attendant liabilities of Declarant hereunder which were not specifically assigned to such assignee. In addition, if any Person obtains title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or deed in lieu thereof, such Person may elect to become Declarant, thereby succeeding to the rights and liabilities of Declarant, by a written election recorded in the Public Records of the County, and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Property, by written appointment recorded in the Public Records of the County. In any event, any subsequent Declarant shall not be liable for any default, obligations, or liabilities incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

1.17 "Declaration" means this instrument, as may be amended by the Declarant or the Association in accordance with the terms hereof.

1.18 "Dedicated Property" means those portions of the Property that are dedicated or reserved on a Plat to the Association. Dedicated Property shall include any easements within the Property dedicated or reserved on said Plat to the Association.

1.19 "Developer Control Period" shall mean and refer to the period of time that Developer is entitled to appoint or elect at least a majority of the Directors. The Developer Control Period shall end at Turnover.

1.20 "District" or "Water Management District" shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

1.21 "Division" shall mean and refer to the Division of Florida Condominiums, Timeshares, and Mobile Homes, or any successor governmental agency, division, or department of the State of Florida,

1.22 "Dwelling" or "Dwelling Unit" means a single family dwelling that is located on a Lot, which may or may not be attached to a Dwelling on an adjoining Lot, provided that a final certificate of occupancy has been issued therefore by the applicable governmental authority. A Dwelling Unit cannot be transferred, demised, sold or leased apart from the Lot. There shall be only one Dwelling Unit on a Lot.

1.23 "Effective Date" shall mean and refer to the date that this Declaration is recorded in the Public Records of the County.

1.24 "Electronic Transmission" or "Electronically Transmitted" shall mean and refer to any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, but shall not be limited to, telegrams, facsimile transmissions, Short Message Service (SMS), Multimedia Messaging Service (MMS), and e-mail. Notices may be given via Electronic Transmission for and regarding any meetings of the Board, any committee meetings requiring notice under the Association Act, and any annual and special meetings of the Members; provided, however, that a Member must consent in writing to receiving notice by Electronic Transmission. Consent by a Member to receive notice by Electronic Transmission shall be revocable by the Member only by written notice to the Board.

1.25 "Environmental Regulatory Agency" means any governing authority having jurisdiction over any property encumbered by this Declaration for the preservation, restoration or creation of any environmentally sensitive lands. These agencies include, but are not limited to, any County Drainage District (DD), County Department of Environmental Resource Management (ERM), the Water Management District, the U.S. Army Corps of Engineers (ACOE), the U.S. Environmental Protection Agency (EPA), and the Florida Department of Environmental Protection (FDEP).

1.26 Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year ("Fiscal Year"). Thereafter, the Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

1.27 "Homeowners' Association": As defined in the Association Act.

1.28 "Individual Lot Assessment" or "Annual Assessment" means the Assessment due from each Lot, as further described in Sections 8 and 9 hereof.

1.29 "Institutional Mortgagee" means any lending institution owning or holding a bona fide, for value, first mortgage encumbering a Lot which is any of the following institutions:

1.29.1 any Federal or State Savings and Loan or Building and Loan Association, or any commercial or other bank or real estate investment trust, or any mortgage banking company or any subsidiary thereof; or

1.29.2 any "Secondary Mortgage Market Institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, the United States Department of Veterans Affairs, and any other secondary Mortgage Market Institution whose loans are guaranteed by the United States government or as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or

1.29.3 any and all investors or lenders, or the successors and assigns of such investors or lenders (herein referred to as "Lenders") which have loaned money to Declarant and who hold a mortgage on any portion of the Property securing such a loan; or

1.29.4 such other institutional lenders as the Board shall hereafter approve in writing as Institutional Mortgagees which may or has acquired a mortgage upon a Lot; or

1.29.5 Declarant, if Declarant owns or holds a mortgage on any portion of the Property, and the transferee of any mortgage encumbering any portion of the Property which mortgage was originally held by Declarant; or

1.29.6 any life insurance company; or

1.29.7 any Lender acquiring or holding a first mortgage on a Lot securing the repayment of funds provided by the Lender for the purchase of the Lot by an Owner from Declarant.

1.29(a) "Littoral Shelf" means that northern portion of the platted Water Management Tract, L-1, that is more particularly described in Declaration of Restrictive Covenant Modification recorded in Official Records Book 28314, Page 436 of the Public Records of the County and subject to restrictions and maintenance requirements imposed by the County Department of Environmental Resource Management.

1.30 "Lot" means any one of the numbered parcels described on the Plat. The term "Lot" shall also be deemed to include the Dwelling Unit constructed thereon or to be constructed thereon, and other improvements thereto, except as may otherwise be provided in the Declaration. No Lot may be subdivided, and no alienation, transfer, demise, sale or lease of a portion of a Lot shall be permitted.

1.31 "Member" means a member of the Association.

1.32 "Member(s) Other Than Declarant" shall mean and refer to each Member other than Declarant, Builders, Homebuilders, contractors, or other Persons who purchase or hold the title to a Lot for the purpose of constructing a Dwelling Unit thereon for resale.

1.33 "Monetary Obligation" shall mean and refer to any monetary obligations, including, but not limited to, Assessments, due to the Association by any Member pursuant to the Association Documents, the Rules, or under the Association Act.

1.34 "Owner" means the owner(s) of fee simple title to a Lot and includes Declarant and any of Declarant's affiliates or related entities for so long as any of the foregoing owns any Lot.

1.35 "Permit" shall mean and refer to General Environmental Resource Permit No. 50-04586-P, issued by the District, as amended from time to time.

1.36 "Person" means any individual, corporation, governmental agency, business trust, estate; personal representative of an estate, trust, trustee, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.37 "Plat" means any recorded plat of all or any portion of the Property including, but not limited to, the plat of Lantana Farms PUD, recorded at Plat Book 124, Pages 160-163, of the Public Records of the County.

1.38 "Property" means the real property described in **Exhibit "C"** and any real property added by an amendment or Supplement to the Declaration.

1.39 "Recreational Facilities" means the portion of the Common Property, designated by the Declarant in its sole discretion for recreational activities and may include, but are not limited to, a clubhouse, swimming pools, tennis courts, and playgrounds or "tot lots". Nothing in this Declaration shall be construed as requiring Declarant to provide any particular types of Recreational Facilities.

1.40 "Rules" or "Rules and Regulations" means any rules and regulations adopted by the Board.

1.41 "Special Assessment" means, in addition to other Assessments designated as Special Assessments in Association Documents, those Assessments further described in Section 9.3 hereof.

1.42 "Special Lot Assessment" or "Individual Assessment" means an Assessment against an individual Owner, as further described in Section 9.4 hereof.

1.43 "Stormwater Management System" or "Surface Water Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

1.44 "Turnover" shall mean and refer to the point in time at which the Members Other Than Declarant are entitled to elect at least a majority of the Directors pursuant to Section 720.307(1) of the Association Act. Unless Section 720.307(1) of the Association Act requires an earlier

Turnover, Turnover shall occur three (3) months after ninety percent (90%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Members. Notwithstanding the foregoing, Declarant may unilaterally elect to cause the Turnover to occur at any time after the Effective Date by written notice given to the Association.

1.45 "Turnover Meeting" shall mean and refer to the meeting at which Members Other Than Declarant elect a majority of the Directors pursuant to Section 720.307 of the Association Act.

1.46 "Voting interest" means the voting rights distributed to the Members of the Association, pursuant to Section 6 hereof.

2. DEVELOPMENT PLANS

2.1 Development. Declarant intends to develop the Development upon the Property. Declarant's general plan of development further contemplates that the Dwelling Units shall be whatever type(s) of structures Declarant may choose. The Property shall be comprised of Lots and Common Property.

2.2 Annexation of Property. Declarant may from time to time, by recording a "Supplement" in the Public Records of the County, add real property to the Property, and may declare that any of such annexed property is Lots or Common Property. To be effective, any Supplement must be executed only by Declarant and the record fee owner(s), if any, of the real property being annexed. Upon recording the Supplement in the Public Records of the County, the annexed property shall be deemed part of the Property and shall be subject to the covenants, restrictions, easements, reservations, charges, burdens and liens set forth in this Declaration.

2.3 Withdrawal of Property. If Declarant determines not to develop a particular portion of the Property as part of the Development, and Declarant desires to make a statement to this effect by instrument of record, then Declarant may by its act alone, so long as it owns the portion of the Property being removed, and said portion of the Property is not Dedicated Property or has not been conveyed to the Association as Common Property, without the necessity of joinder of the Association or any Person, place a statement to that effect in the Public Records of the County, in which event such portion of the Property described therein will no longer be subject to the terms of this Declaration and exhibits and amendments thereto. It will, however, be subject to the terms and conditions of the Permit for the entire project until such time as the Permit is modified to reflect the proposed changes.

2.4 Effect of Annexation or Withdrawal. SOME OF THE EFFECTS OF ANNEXING OR WITHDRAWING SUCH PROPERTY WOULD BE TO ALLOW FOR A CHANGE IN THE NUMBER OF LOTS; THE PROPORTIONATE SHARE OF COMMON COSTS; THE NUMBER OF MEMBERS; THE NUMBER OF PERSONS USING THE COMMON PROPERTY; THE SIZE OF THE ASSOCIATION'S BUDGET; AND THE TOTAL NUMBER OF VOTES THAT COULD BE CAST BY MEMBERS.

3. COMMON PROPERTY

3.1 Common Property. The Common Property consists of all portions of the Property not included within the Lots. The Common Property shall include, without limitation, those portions of the Dedicated Property lying within the Property and any Recreational Facilities. Common Property shall also be deemed to include the interest of the Association in and to any easement granted in favor of the Association, whether such easement has been granted as of the date

hereof or shall be granted thereafter, and shall include any non-exclusive easement wherein Persons, in addition to Declarant, are also beneficiaries under the easement. The Common Property may include, without limitation, entrance ways, utility easements, roadways, alleys, roadway swales, sidewalks in the road right-of-way, street lighting, community walls, irrigation systems, landscape buffer areas, and street signage, provided that the mentioning of any particular form of Common Property herein shall not require that such form of Common Property be provided.

3.2 Recreational Facilities. The Association shall manage the operation of any Recreational Facilities for use by the Owners and shall establish Rules for such use, including but not limited to: (a) Hours of operation; (b) Security deposits and minor charges for use of any Recreational Facilities; and (c) Persons entitled to use of any Recreational Facilities including, but not limited to, whether Persons other than the Members are entitled to use any Recreational Facilities and, if so, the hours, charges, and other practice, policies, and procedures governing any such use. Nothing in this Declaration shall be construed as creating or implying the existence of any obligation on the part of Declarant to provide any Recreational Facilities.

3.3 Assumption of Responsibility for Dedicated Property. Notwithstanding the dedication or reservation of the Dedicated Property to the Association on the Plat, it is the intention of Declarant that the Dedicated Property will in all respects be included within the Common Property.

3.4 Easements in General. Every Member shall have a non-exclusive right and easement of enjoyment for themselves, their guests and licensees in and to the Common Property, and such easement shall be appurtenant to and pass with title to each Lot, subject to the right of the Association to adopt Rules governing the use and enjoyment thereof, and the right of Declarant or the Association to grant permits, licenses and easements over, through, across and under the Common Property for utilities, roads and other purposes reasonably necessary or useful for the development (as to Declarant) maintenance or operation of the Property. Every Member shall have a non-exclusive easement and right of ingress, egress and access for themselves, their guests and licensees over and across all roadways, sidewalks and other portions of the Common Property as may be designated, designed or used for such purposes.

3.5 Conveyance of Common Property. Declarant agrees that it shall convey or cause to be conveyed by deed and/or bill of sale (for other than easement rights) to the Association or other entity authorized by law, such as, but not limited to, any independent or dependent district created or established pursuant to Florida law (or any Chapter of the Florida Statutes), or any other district elsewhere referred to herein, or the County, State of Florida, or other governmental agency or entity or quasi-governmental agency or entity, fee simple title to the Common Property or portion thereof (including any personal property and improvements) as may be required, necessary or desirable for the development and use of the Property and for consideration (if any) to be determined by Declarant. Declarant shall convey the foregoing, if not previously conveyed, on or before the termination of the Developer Control Period, but Declarant may convey all or any portion of the Common Property at such earlier time as Declarant, in its sole discretion, may determine. Any additional Common Property created any time after the termination of the Developer Control Period will be conveyed as stated above upon such Common Property becoming subject to this Declaration. The Association or other entity (unless otherwise agreed to by Declarant) shall accept such conveyance of the Common Property or part thereof and the personal property and improvements appurtenant thereto, if any, in its "AS IS" "WHERE IS" condition at the time of conveyance, without any representation or warranty, expressed, implied, in fact or by law, as to the condition, fitness, or merchantability

of the Common Property or portions thereof and the personal property and improvements thereon. Notwithstanding Section 4.2 hereof or any other provision wherein the Association is required to maintain, operate or repair Common Property, in the event Declarant conveys all or a portion of the Common Property to an entity other than the Association, then such other entity (unless otherwise agreed to by Declarant) shall be responsible for maintaining, operating and repairing the property conveyed.

3.6 Reservation for Corrections. The conveyance of the Common Property to the Association or other entity(ies) shall be subject to the right of Declarant from time to time to correct errors in the legal description or other errors contained in the instrument of conveyance to any Owner, which right is reserved to Declarant. In the event that any such error is discovered after the conveyance of the subject Common Property, then the Association shall upon request of Declarant or any Owner so affected execute a quitclaim deed to the Lot held by said Owner, which quitclaim deed shall contain a correct legal description. If required to vest marketable title (without regard to the fact that the Common Property is held by a homeowners association) in the Association, said Owner will execute a quitclaim deed to any portion of the Common Property which may have been erroneously included within the legal description in the instrument of conveyance of such Owner's Lot. In addition to any other remedy available to the parties or any Owner, the provisions of this Section 3.6 shall be enforceable by specific performance or other equitable remedy.

3.7 Alienation of Common Property. Except as hereinafter provided, once title to the Common Property becomes vested in any such entity, such Common Property and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Owners owning not less than two-thirds of the total number of Lots and the written approval of two-thirds of the Institutional Mortgagees holding first mortgages. The immediately preceding sentence shall not be applicable to nor prohibit any such entity from: (a) granting such easements as are reasonably necessary or appropriate for the development or maintenance of the Common Property in a manner consistent with the provisions of this Declaration and the other Association Documents; or (b) encumbering the Common Property vested in such entity, provided, however, such encumbrances are solely to secure loans obtained for improving the Common Property and are obtained pursuant to Association Documents.

4. MAINTENANCE RESPONSIBILITIES

4.1 Maintenance of Lots and Dwelling Units.

4.1.1 Each Owner of a Lot covenants that said Owner shall, at all times, maintain, repair and replace at the Owner's sole expense, all improvements on the Owner's Lot, including but not limited to: all portions of the Owner's Dwelling Unit; and lighting, fences (whether or not installed by Declarant) and screening, landscaping and grass, mailboxes, utility lines, ducts, conduits, pipes, wires, utility fixtures and appurtenances, which service only the Owner's Lot. Notwithstanding anything provided herein, an Owner shall not be required to maintain any common or community wall located on the Owner's Lot, but an Owner shall be required to maintain (fertilize, irrigate and mow) grassy areas between any sidewalk abutting the Owner's Lot and the street. The foregoing obligations of the Owner shall be performed such that the Lot, the Dwelling Unit, and all other improvements thereto have a "first class appearance." Any determination as to what constitutes a "first

class appearance" shall be made by the Board in its sole discretion. Each Owner shall be responsible for the care and maintenance of all portions of the Lot and its Dwelling Unit, and the Association shall have no responsibility therefor.

4.1.2 If any Owner fails to carry out any of the Owner's responsibilities pursuant to this Declaration ("Defaulting Owner") (as shall be determined by the Association), the Association shall have the right but not the obligation, after ten (10) days' written notice to the Defaulting Owner, to enter the Lot of the Defaulting Owner for the purpose of performing the responsibilities described in the notice. Such entry on the Lot of the Defaulting Owner shall not be deemed a trespass. In the event of emergencies, the Association may, in its sole discretion, dispense with the aforesaid notice. The cost of performing such responsibilities and the expenses of collection (if any), including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be specially assessed against the Defaulting Owner as a Special Lot Assessment and shall become a lien upon the Lot of the Defaulting Owner, in the manner provided in this Declaration. The Defaulting Owner shall be personally liable to the Association for the payment of amounts assessed against him and for all costs of collecting the same plus interest and attorneys' fees as hereinafter provided. If the amounts assessed against the Defaulting Owner are not paid within 15 days of the date of the Special Lot Assessment, the Board may proceed to enforce and collect said Special Lot Assessments against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure of the lien and sale of the Lot. For purposes of this Section 4.1.2, unless the Defaulting Owner performs the obligations set forth in such notice, the date of assessment shall be deemed to be the day after the foregoing ten (10) days have elapsed. Said lien shall be effective only from and after the time of recordation among the Public Records of the County of a written, acknowledged statement signed by an Officer of the Association setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under the law. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien. Nothing contained in this Section 4.1.2 shall be deemed or construed as limiting any remedy or right of enforcement of the Association as may be otherwise provided herein.

4.2 Maintenance of Common Property and Other Property.

4.2.1 The Association shall maintain, operate, manage, and insure Common Property and repair and replace any improvements of any nature thereto, which may include but not be limited to landscaping, pavement, signs, entry features (even if located on any Lot), and any fence or wall that may be installed by Declarant or the Association along the boundary of the Property, and pay utilities, insurance, taxes and assessments thereon. All expenses of the Association incurred under this Section 4.2.1 and the obligations of the Association under Section 3 hereof shall be a Common Cost.

4.2.2 The Association shall maintain all drainage and surface water management systems on the Property, including, without limitation, the Lakes, retention areas, culverts and surface and underground drainage facilities and systems, including compliance with all requirements of the South Florida Water Management District. The Association and any applicable governmental entity shall have an easement for maintenance of the Lake(s) and access thereto over the area which forms a

twenty (20') border around the Lake as shown on the Site Plan (the "Lake Maintenance Easement"), subject to any restrictions applicable to the Littoral Shelf.

4.2.3 The Association shall also maintain and replace as necessary all landscaping installed by Declarant in the medians of Lantana Road, together with irrigation facilities therefor (together, the "Median Improvements"). The Association's expenses associated with the required maintenance and replacement of the Median Improvements shall be part of the Common Costs.

5. PRESERVATION OF VALUES AND IMPROVEMENTS. In order to preserve the value of the Property and improvements thereto, the following provisions shall be applicable to the Property.

5.1 Owner's Covenant for Use. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, covenants and agrees that the Lot shall be used, held, maintained, and conveyed solely in accordance with and subject to the covenants, reservations, easements, restrictions, and lien rights regarding same as are set forth in Association Documents.

5.2 Alterations and Improvements.

5.2.1 No construction or remodeling of Dwelling Unit or alterations to Dwelling Unit shall be permitted to be made (other than within the Dwelling Unit), other than by Declarant, without the prior written approval of the Directors, except that approval shall be given for those improvements which are set forth in Declarant's original plans and specifications (the "Plans and Specifications") for the type Dwelling Unit (which Plans and Specifications are on file with the County), and such improvements as were originally offered by Declarant as an optional improvement to the Dwelling Unit or Lot (subject to Section 5.2.6). Except for the aforescribed improvements which are permitted, no Dwelling Unit or structure of any kind, including without limitation, additions, improvements, modifications, exterior painting, landscaping, replacement of exterior doors or windows, mailboxes, pools, fences, walls, pavement, patios, terraces, gazebos, sheds, huts, screening or screened enclosures, tree forts, playhouses, play structures, or garages, shall be erected or altered, other than by Declarant, unless first approved by the Directors, as provided herein.

5.2.2 The Directors may establish reasonable fees (including, without limitation, fees of any architect or engineer engaged by the Association) to be charged for review of applications hereunder and may require such fees to be paid in full prior to review of any application. The Association shall not be obligated to review or approve any plans and specifications until such fees are paid.

5.2.3 This Section 5.2 shall not apply to construction of improvements or modifications to the Common Property by or on behalf of the Association or Declarant, nor to the construction of any improvements on the Lots by Declarant.

5.2.4 The Directors may promulgate detailed standards and procedures governing improvements and construction and the processing of applications, consistent with those of the Association Documents (the "Architectural Standards and

Procedures"). The Directors, at their discretion, may create a committee for the purpose of reviewing applications.

5.2.5 Any request for approval by the Directors of any improvement shall be in writing and shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary from time to time in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed improvements and certify that such are in compliance with applicable County regulations and ordinances. If the Association deems the plans and specifications deficient, the Association may require such further detail in the plans and specifications as the Association deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the Association may postpone review of any plans submitted for approval. The Association shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any property, but may be withheld due to aesthetic considerations. In consenting to any proposed improvement, the Association may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the Association approves, or is deemed to have approved, any improvement, the Owner requesting approval may proceed to make the improvement in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the Association's approval, and shall not make any material changes without the approval of the Association. If the Association approves any improvement, same shall not require the Association to approve any similar improvement in the future, and the Association shall have the right in the future to withhold approval of similar improvements requested by any other Owner.

5.2.6 The approval of the Directors 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 Directors hereunder, 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.

5.2.7 The Directors may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, natural conditions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted Rules. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) estop the Directors from denying a variance in other or similar circumstances.

5.2.8 The approval, rejection or withholding of any approval by the Directors of the plans, proposals and specifications and the location of all structures, and every

alteration of any structure, shall not be construed or interpreted as a representation or determination by the Directors or Declarant that any building, zoning, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of the Directors or Declarant relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of any appropriate governmental agencies prior to commencement of any work or construction. In the event that any improvement constructed to or on a Lot by or on behalf of an Owner is determined by an governmental agency to be in violation of any governmental building code, ordinance, regulation or other requirement, then Owner, at Owner's sole expense, shall promptly take such actions as are necessary to remedy the violation.

5.2.9 No drilling or other extraction of minerals or other natural resources shall be permitted on or about any Lot.

5.2.10 Nothing herein shall be interpreted as an exemption from compliance with County regulations and ordinances.

5.3 Residential Purposes. Lots shall be used for residential purposes only. No commercial or business occupations may be carried on any Lot except for the construction, development and sale or rental of such Lots and Dwelling Units to be constructed thereon by Declarant and for direct accessory services to the Lots such as utilities, maintenance, and other such services. Notwithstanding the preceding sentence, an Owner may conduct a business from a Dwelling Unit to the extent such business may be conducted solely by means of regular U.S. mail, telephone, or Electronic Transmission and does not involve the presence of other persons (e.g., customers, contractors, frequent parcel delivery) within the Development; provided that such business is in compliance with all governmental requirements. No signs shall be placed on any Dwelling Unit or Lot which identifies the Dwelling Unit or Lot as a place of business.

5.4 Single Family Dwelling Units. Each Dwelling Unit shall be occupied by no more than one family. The term "family" means a group of persons related to each other by blood, adoption or marriage, together with any minor children entrusted to the care of any such persons, or a group of two persons not related by marriage who maintain a common household, together with persons related to them by blood, adoption or marriage, together with any minor children entrusted to the care of any such persons. "Family" shall also include any person residing in a Dwelling Unit who is performing child care, nursing, housekeeping or other domestic services for the Owner or any member of the family residing therein. In no event shall the total number of persons residing in a Dwelling Unit exceed eight persons.

5.5 Additional Provisions for the Preservation of the Values and Amenities of the Development. In order to preserve the values and amenities of the Development, the following provisions shall be applicable to the Property:

5.5.1 Minimum Size: Each Dwelling Unit constructed on a Lot shall contain a minimum of 1,000 square feet of livable air conditioned enclosed floor area ("Enclosed Floor Area"). Open or screened porches, patios, terraces, balconies and garages shall not be included for the purpose of determining the number of square feet of Enclosed Floor Area.

5.5.2 Garages: If a garage is constructed on a Lot, it must be an enclosed garage which shall be constructed in accordance with all applicable building codes and ordinances. No carports shall be permitted. Garage doors shall be kept closed at all times except when vehicles or persons enter or leave the garage. No garage shall be permanently enclosed, converted or otherwise remodeled to allow for occupancy thereof.

5.5.3 Height Restrictions, Roofs: No Improvement on a Lot or the Common Property shall exceed 30 feet in height from the finished first floor or exceed two stories in height. The foregoing provision shall not prohibit parapets or projections from a structure which exceed the foregoing height limitations if approved by the Directors and the County. Except with respect to Dwelling Units constructed by Declarant, roofs shall be constructed of materials such as may be from time to time specified by the Directors, but the adoption by the Directors of standards for roofing materials shall in no way be deemed to excuse the requirement for prior submission of roofing or reroofing plans to the Directors.

5.5.4 Parking: Vehicles shall be parked only in the driveways serving the Dwelling Units, except as set forth in Section 5.5.5. No vehicles shall be parked on any roadway, swale or any other unpaved portion of the Property, including unpaved portions of any Lot, unless pursuant to express Rules adopted by the Directors regarding such parking. Notwithstanding the foregoing, service and delivery vehicles may be parked on the streets of the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Property. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Property, except in a garage with the doors thereof closed at all times. This Section 5.5.4 shall not apply to any activities of Declarant.

5.5.5 Prohibited Vehicles: Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including pick-up trucks with more than 3/4 ton capacity, tractors, mobile homes, recreational vehicles (not including sport-utility vehicles commonly used as private vehicles), campers, camper trailers, boats and any watercraft, and any trailers for boats, watercraft or any vehicles shall not be parked anywhere on the Property, unless parked in an enclosed garage or in a portion of the Lot completely enclosed by a perimeter fence approved by the Directors. Unless located within an enclosed garage, stored vehicles, vehicles which are obviously inoperable, and vehicles that do not have a current operating license or tag shall not be permitted on the Property. In addition, in order to preserve the aesthetic values of the community, the Association may require or cause the removal from the Property any vehicle with substantial body damage unless the owner of the vehicle parks said vehicle inside an enclosed garage. For purposes of this Section 5.5.5, police cars shall not be considered commercial vehicles.

5.5.6 Removal of Vehicles. As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any prohibited vehicles or vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of

twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

5.5.7 One Dwelling Unit Per Lot: Only one single-family Dwelling Unit shall be permitted on any Lot.

5.5.8 Driveway: All Lots shall have a paved driveway of stable, hard surface and permanent construction. Unless prior written approval of the Directors is obtained, the driveway shall be concrete, brick or pavers. Each driveway shall extend from the Dwelling Unit to the paved portion of the adjacent street. If any portion of the driveway located within a utility easement or within a dedicated right-of-way is damaged or removed as a result of work on the utilities located within such utility easement or dedicated right-of-way, then the Owner of the Lot served by such driveway shall promptly repair and replace such damaged portions of the Owner's driveway at the Owner's expense using materials and design similar to that for the driveway which was damaged. Different materials may be used only where the prior written consent of the Directors is obtained.

5.5.9 No Time Sharing: No time sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Dwellings Units shall be permitted. De facto timesharing of a Dwelling Unit shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Dwelling Unit by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Dwelling into different periods for use during the year.

5.5.10 Antennas and Aerials: No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved by the Association, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

5.5.11 Solar Equipment: No solar heating equipment, panels, collectors, or devices ("Solar Equipment") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Section 163.04 of the Florida Statutes. Notwithstanding such protection, for aesthetic purposes, and to the maximum extent permitted by Section 163.04 of the Florida Statutes, the location, type, and design of all Solar Equipment must be approved by the Board prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the Board's determination and reasonable

discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the Board prior to installation and approval and will be granted only if: (i) such Solar Equipment is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from all streets/rights-of-way and adjacent Lots); and (ii) the Solar Equipment complies to the maximum extent feasible with the Board's requirements and any Architectural Standards and Procedures Without limiting, and in addition to the foregoing, Declarant or the Board may determine the specific location where solar collectors may be installed on the roof of any Dwelling or building within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

5.5.12 Signs, Flags and Banners. No "for sale" signs or "for rent" signs shall be displayed during the Developer Control Period. Thereafter, any "for sale" or "for rent" signs shall be subject to requirements set by the Directors as to number, size, letterings and location. No other sign, advertisement or notice shall be permitted on the Property (including, but not limited to, on the windows of any vehicles) unless specifically permitted by the prior written consent of the Directors. Flags, banners, pennants and streamers may not be displayed, except each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Each Owner may erect a single freestanding flagpole no more than 20 feet high on any portion of the said Owner's Lot ("Flagpole"), provided the Flagpole does not obstruct sightlines at intersections and is not erected within or upon any easement area established, granted, or reserved pursuant to this Declaration or otherwise. Each Owner may further display in a respectful manner from the Flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, must be equal in size to or smaller than the United States flag. In addition to the foregoing, each Owner may display either one (1) 2-sided decorative house flag or banner, or one (1) 2-sided decorative garden flag or banner, not larger than 29" wide x 44" long. Any such decorative flag or banner may only be displayed via a standard decorative neutral color flag pole or stand; must be professionally made of nylon, denier polyester, or similar material; must be in good condition, good taste, and not unsightly; unless installed by Declarant or approved in advance by Declarant, may not be used in connection with, as applicable, the advertising, advocating, promotion, marketing, sale, or leasing of the Property, the Community, any Lot, Dwelling Unit, Member, Owner, Homebuilder, product, good, service, business, real or personal property, or political party, candidate, or cause; and may not directly or indirectly, in anyway whatsoever, defame or cast negative light on or upon the Declarant, the Association, any Homebuilder, the Community, the Property, any Lot, Dwelling Unit, Member, Owner, product, good, service, business, real or personal property, or political party, candidate, or cause. Any holiday (e.g., Thanksgiving, Christmas, etc.) or seasonal (e.g., Spring) decorative flags and banners shall be subject to any Rules regarding the time periods during which such flags and banners may be displayed. The Flagpole and aforementioned displays are subject at all times to all

building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the County, and to all setback and locational criteria set forth in the Association Documents.

5.5.13 Holiday Decorations. The Board may, from time to time, as necessary, adopt reasonable size, location, time, place, manner, and other Rules with respect to holiday symbols and decorations inside Dwellings or on Lots generally, which Rules may include, but shall not be limited to, establishing schedules and time periods during which such displays are allowed. For example, a Rule may provide that Christmas displays may not be erected or permitted on any Lot, or to be visible outside any Dwelling, prior to Thanksgiving in the year that the subject Christmas occurs, and must be removed no later than the end of the second week of January of the next calendar year.

5.5.14 Windows. No security bar system may be installed or placed on any window or door of any Dwelling in the Property. Window treatments within any Dwelling constructed on a Lot shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) week after an Owner or tenant first moves into a Dwelling or while permanent window treatments are being installed, cleaned, or repaired. All window coverings shall be professionally made, uniform in appearance, and generally keeping with the exterior scheme of the Dwelling. No awnings, canopies or shutters shall be affixed to the exterior of a Dwelling on a Lot without the prior written approval of the Board. No reflective tinting or mirror finishes on windows on any Dwelling on a Lot shall be permitted unless approved by the Board. Window treatments on any Dwelling facing the street shall be of a neutral color, such as white, off-white or wood tones.

5.5.15 Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a Dwelling (collectively, "Hurricane Shutters") shall be of a type approved in writing by the Board. Unless applicable law otherwise expressly permits the permanent affixing of same, Hurricane Shutters may only be used on a temporary basis, and shall not be stored on the exterior of any Dwelling. Any approval by the Board shall not be deemed as an endorsement of the effectiveness of any Hurricane Shutters. Hurricane Shutters may not be left closed for any extended period beyond the time needed to protect the Dwelling from damage caused by a hurricane, tropical storm, or other high winds event (collectively, "Storm Event"). Any approved Hurricane Shutters may be installed or closed up five (5) days prior to the expected arrival of a Storm Event, and must be removed or opened within five (5) days after the end or passing of the Storm Event or as the Board may determine otherwise. Except as the Board may otherwise decide, Hurricane Shutters may not be closed at any time other than a Storm Event. A Lot Owner or occupant who plans to be absent during all or any portion of a hurricane season, i.e., June 1st through November 30th ("Hurricane Season") must prepare their Dwelling prior to their departure by designating a responsible firm or individual to care for their Dwelling should a Storm Event threaten or damage the Dwelling. Said Lot Owner or occupant must furnish the Association with the names of such firm or individual prior to any Storm Event.

5.5.16 Maintenance of Premises. In order to maintain the standards of the Development, the Property and Improvements thereon shall be kept in a good, safe, neat, clean and attractive condition, and all improvements thereon shall be maintained in a finished, painted and attractive condition, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow in excess of four inches. Excepted from the foregoing provisions of this Section 5.5.16 shall be any portion of the Property owned by Declarant or its nominees through the period of completion of construction of Dwelling Units or other improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within 30 days after the completion of construction of the improvements on such portion of the Property, as evidenced by issuance of a certificate of occupancy, if applicable. Upon the failure of an Owner to maintain the Owner's Lot, any portion of the Property adjacent thereto for which the Owner has a duty to maintain and any improvements on the Lot or adjacent property, and upon the Owner's failure to correct such deficiencies within ten (10) days after written notice by the Association or Declarant, the Association or Declarant, until Declarant no longer owns any portion of the Property, may, at its option, enter upon such Lot or portion of the Property and make such corrections as may be necessary, the cost of which shall be paid for by the Owner. If any Owner fails to make payment as requested, the requested payment shall be collected as a Special Lot Assessment from the Owner as elsewhere described this Declaration. If Declarant makes such corrections, the Association shall upon written request reimburse Declarant for the expense thereof. The application or operation of this Section 5.5.16 shall be in addition to the remedies provided in Section 4.1.2 hereof and elsewhere in the Association Documents.

5.5.17 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common domesticated household pets not to exceed a total of three may be permitted in a Lot. This limitation does not apply to fish. However, those pets which, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Property, shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board, and such action shall not be deemed to be a trespass or conversion. No pets shall be kept, bred or maintained for any commercial purpose. Pets shall at all times whenever they are outside a Dwelling Unit be carried or confined on a leash held by a responsible person. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the Board. Expressly prohibited on the Property are: (x) livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc.; (y) exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.); and (z) "dangerous dogs", as that term is Chapter 767 of the Florida Statutes, or as determined from time to time by the County or other local government. No Owner shall be permitted to maintain on their Lot a pit bull terrier, pit bull terrier mix, or any other dog of mean or violent temperament, or which otherwise evidences such temperament. Each Owner shall promptly remove and dispose of waste matter deposited by their pet. The Directors may adopt Rules

relating to the control or presence of pets on the Common Property. Each Owner who determines to keep a pet or any other animal hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

5.5.18 Fences. All fences are subject to the approval of the Directors as set forth in Section 5.2 hereof, provided that in no event shall fences of any kind be permitted on the front yard portion of any Lot, and provided further that all other fences are limited to chain link fences painted or colored green or black, with such fence having a plant hedge abutting the interior of the fence, or fences made of white extruded aluminum, all as further specified by the Directors.

5.5.19 Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types and sizes. Each Owner who determines to keep a firearm on or about the Property hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having a firearm on the Property.

5.6 Compliance with Documents. Each Owner and the Owner's family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Association Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individuals present within the Development. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property located on the Common Property rendered necessary by the Owner's act, neglect or carelessness, or by that of any of the foregoing parties, which shall be paid for by the Owner as a Special Lot Assessment.

5.7 Casualty; Destruction of Improvements. If a Dwelling Unit, structure or other improvement is damaged or destroyed by casualty loss or other loss, then within 90 days after the time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Dwelling Unit, structure or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Dwelling Unit, structure or improvement and restore or repair the Lot in accordance with the requirements of the Association. As to any such reconstruction of a destroyed Dwelling Unit, structure or improvement, the same shall only be replaced with a Dwelling Unit, structure or improvement as are approved as provided herein. Any such cleared Lot shall still, at all times, continue to be responsible for payment of full Assessments, regardless of the fact that the Lot and Owner may not benefit from maintenance and other services otherwise provided by the Association to occupied or improved Lots.

5.8 Portable Buildings; Outside Clothes Drying; Lakes and Canals; Outside Storage; Air Conditioning Units; Garbage Containers; Oil and Gas Tanks. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any portion of the Property for storage or otherwise, without the prior written consent of the Association. No clothing, laundry or wash shall be aired or dried outside of any building structure on any Lot, unless such clothing, laundry, wash and drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping. Such

clothing, laundry, or wash shall not be placed outside before sunrise and shall be removed from the exterior of the Lot by sunset each day. The use of any lake or canal within the Property which is Common Property shall be subject to all Rules adopted by the Directors concerning same. In particular, and without limitation, no swimming or motor boating will be allowed in any such lake or canal unless and except as expressly permitted pursuant to any such Rules adopted by the Directors. The personal property of any Owner shall not be kept outside the Dwelling Unit or fenced or walled in yard without the prior written consent of the Association. Only central air conditioning units are permitted without the prior written consent of the Association. All garbage and refuse containers, air conditioning units, oil tanks (if permitted by the Board), bottled gas tanks (if permitted by the Board), and all permanently affixed swimming pool equipment and housing shall be underground (if permitted by law and the Board) or placed in walled-in or landscaped areas as approved by the Association. Trash and recycling containers transported and made available for collection shall not be placed at any Lot curb or outside any Dwelling Unit earlier than 6:00 p.m. on the evening prior to the scheduled pickup, and must be retrieved and returned to storage inside the Dwelling by no later than 9:00 a.m. on the date after the pickup occurs. The foregoing use and maintenance restrictions shall not apply to Declarant, or to any portion of the Property while owned by Declarant, and shall not be applied in a manner which would unreasonably prohibit or restrict the development of any property and the construction of any Dwelling Units, sales offices, recreational facilities and other improvements thereon, or any activity associated with the sale of any new Units, by Declarant or by the developer of any portion of the Property approved from time to time by Declarant or the Association. Specifically, and without limitation, Declarant and developers/Homebuilders, subject to the consent of Declarant, shall have the right to: (i) construct any buildings or improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any portion of the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the Property for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; and (v) post, display, inscribe or affix to the exterior of a Unit or upon any portion of the Property, signs, flags, banners, and other materials used in developing, constructing, selling, leasing or promoting any portion of the Property.

5.9 Mailboxes. No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of Declarant or the Directors as to style and location. The Association may adopt a uniform standard for the design and appearance of all mailboxes, consistent with standards mandated by the U.S. Postal Service.

5.10 Visibility at Street Intersections. No hedge, shrub, or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of the intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

5.11 Tree Preservation. No trees measuring four inches (4") or more in diameter at a point which is three (3') feet above ground level may be removed without the written approval of the Declarant, unless located within ten feet (10') of the Residence or accessory building or within ten (10') feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Declarant. All tree removal shall be removed only in accordance with County regulations and ordinances.

5.12 Street Trees. Developer has planted trees along streets in the Community. Certain types of tree specimens' root structure can potentially cause damage to street infrastructure including, but not limited to, asphalt, curb and gutter, and sidewalks as well as utilities within the road right-of-way. This damage can be mitigated somewhat through the use of root barriers that will be installed on trees within close proximity to the street system infrastructure. However, other subdivisions developed similarly have experienced damage to infrastructure caused by these root systems. The Association will monitor and maintain the integrity of both the trees and the street infrastructure in perpetuity and shall be responsible for any repairs required to the street system infrastructure. County shall have no responsibility for repairs to damage caused by the street trees or any other cause with regard to the Community's street system. This section shall not be amended without the written consent of the Palm Beach County Engineer or the Board of County Commissioners of Palm Beach County.

5.13 Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

5.14 Soliciting. No soliciting will be allowed at any time within the Property.

5.15 Transfer of Dwelling Unit/Notice to Association. Each and every time an Owner sells or transfers a Dwelling Unit or any interest therein ("Transfer"), the Owner shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the transferee ("Transferee"), and such other information as the Association may reasonably require on forms supplied by the Association. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

5.16 Approved Builders. During the Developer Control Period, all development, construction, and reconstruction of any Dwelling or other improvements on or about a Lot shall be performed by a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant.

6. ASSOCIATION; MEMBERSHIP; DIRECTORS; TURNOVER; OFFICERS.

6.1 Association.

6.1.1 The Association is and shall remain a Florida nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required, or permitted to be done by the Association by virtue and

authority of the Association Documents, the Association Act, and all other applicable laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, maintenance, administration, governing, repairing, replacing, insuring and improvement of the Property, the Community, and the Common Property. The Board, and such Officers as the Board may appoint from time to time, shall conduct the affairs of the Association.

6.1.2 The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and obligations hereunder and under the Association Act, to exercise the powers conferred on the Association hereunder and under the Association Act, to manage, improve, operate, administrate, insure, maintain, repair and replace the Common Property, and to pursue any other purpose deemed desirable, necessary, convenient or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated herein or as permitted by the Association Act: (a) payment of Common Expenses; (b) lighting, irrigation, maintenance, improvement and beautification of the streets or other rights-of-way and all easement areas benefiting the Association or the Property as shown on the Plat, or otherwise properly established; (c) maintenance and replacement of lawns, shrubs and trees on Lots and of related irrigation systems installed by Declarant or Association; (d) acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (e) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (f) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, and all easement areas benefiting the Association or the Property as shown on the Plat, or otherwise properly established; (g) repayment of any deficits previously incurred by the Association; (h) funding of reserves for future Common Expenses; (i) procurement and maintenance of all insurance; (j) employment of accountants, attorneys and other professionals, administration, and experts to represent or advise the Association; and (k) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners. At all times, the Association, acting by and through the Board, shall, in addition to those general and specific powers elsewhere referenced in the Association Documents or imposed upon it by law, have the following specific powers:

6.1.2.1 Except as may be limited by the terms of the Association Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) (i) which is, or upon its acquisition by the Association shall thereupon become, Common Area as defined in this Declaration, including the power to enter into any leases or other arrangements with appropriate governmental agencies necessary for the use of sovereignty lands associated with any of the Common Area, or (ii) the responsibility for which is delegated to the

Association pursuant to the terms and provisions of this Declaration, and further including the power to direct, conduct, maintain or support activities within or upon the Property in order to limit or control access to said Common Area.

6.1.2.2 To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of the Association Documents.

6.1.2.3 To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Area against any Owner and Lot for any violation of the covenants, conditions and restrictions set forth in the Association Documents or in the Rules, all in accordance with the terms hereof and of the Association Act.

6.1.2.4 To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Area, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate.

6.1.2.5 To sue and be sued and to defend any suits brought against it.

6.1.2.6 Subject to any limitations set forth in the Association Documents or imposed by the Association Act, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Association Documents or the Association Act.

6.1.2.7 To employ such persons or to contract with such Independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Association Documents and the Association Act; provided, however, that any such employment contract or contract with any Independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable: (i) for cause at any time upon not more than thirty (30) days written notice by the Association; and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of this Section 6.1.2.

6.1.2.8 To provide equipment, facilities and personnel or to contract with an independent contractor or Independent contractors, for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents, including, without limitation, internal security and protection

services, garbage and trash pickup and disposal services, cable television/Internet services and street lighting services.

6.1.2.9 To take such steps as may be necessary to enforce the provisions of the Association Documents and the Rules, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce said provisions including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Association Documents.

6.1.2.10 To establish, undertake, and promote, from time to time, social activities or programs; educational programs; cultural, artistic and environmental programs; charter clubs and other similar services, activities or programs designed, intended, or implemented to further a sense of community among Owners and residents thereof. Nothing in this Subsection 6.1.2.10 shall ever be construed as a representation or promise by Declarant or the Association as to which, if any, of the foregoing may be established, undertaken, promoted, or (as applicable) continued by the Association from time to time.

6.2 Membership.

6.2.1 Membership. Membership in the Association shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the Public Records of the County. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Further, Declarant shall be a Member as long as Declarant owns any portion of the Property. Each Member shall be entitled to the benefit of, and be subject to, the provisions of Association Documents.

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

6.2.2.1 Class A. Class A Members shall be all Members other than Declarant during the Developer Control Period. Declarant shall become a Class A Member after termination of the Developer Control Period. Class A Members shall be entitled to one (1) vote for each Lot they own. The vote of a Lot shall not be divisible.

6.2.2.2 Class B. The sole Class B Member shall be Declarant, or its specifically designated successor or assign. The Class B Member shall be allocated the number of votes equal to the total number of Class A Member votes, plus one (1). Class B Membership shall cease and become converted to Class A membership upon termination of the Developer Control Period.

6.3 Directors.

6.3.1 Number. At all times, the Board shall consist of at least (3) Directors and shall always be an odd number. Notwithstanding the foregoing, prior to Turnover: (y) the Board shall consist of two (2) Directors unless Declarant, by notice to the Association, increases the Board; and (z) the number of Directors may not be

increased or decreased without Declarant's prior written consent, which consent may be granted or denied by Declarant in its sole and absolute discretion. The term of office of the Initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) Director for as long as Declarant is the Owner of at least five percent (5%) of the total number of Lots within all phases of the Community. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to appoint such one (1) Director. After Turnover, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Directors.

6.3.2 Appointment; Election. Prior to Turnover, Declarant, as the Class B Member, shall have the sole and absolute right to appoint, remove, recall, and replace all of the Directors; provided, however, that if at any time Declarant is not permitted under Florida law to appoint, remove, or recall such Directors, then the Class B Member shall have the sole and absolute right to elect, remove, and recall all such Directors. Which election, removal or recall, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class B Member, in lieu of a meeting of the Class B Member. Notwithstanding the foregoing, Members Other Than Declarant are entitled to elect at least one (1) Director if fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members Other Than Declarant. Any Directors appointed by Declarant or elected by the Class B Member prior to Turnover, or appointed or elected by Declarant pursuant to this Section 6.3.2 need not be Members and need not be residents of the State of Florida. All other Directors shall be Class A Members or designated representatives of the Class B Member, and residents of the State of Florida. After Turnover, no Member or Owner may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or in default with regard to payment of any Monetary Obligation owed to the Association, or (ii) such Member or Owner has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

6.3.3 Educational Requirements. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary that he or she has read the Association Documents, the Rules, and any other written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's appointment or election. However, the Association's failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

6.4 Termination of the Developer Control Period or Turnover.

6.4.1 Termination of the Developer Control Period. At the Turnover Meeting, Declarant shall turn over Board control of the Association to Members Other Than Declarant by causing all of its appointed or elected Directors (unless Declarant is entitled to and elects to retain one Director per Section 6.3.2 hereof) to resign, whereupon it shall be the affirmative obligation of Members Other Than Declarant to elect the necessary Directors and assume Board control of the Association. Provided at least thirty (30) days' notice prior to the Turnover Meeting is to the Members and the Association, neither the Declarant, nor such Declarant-appointed or elected Directors shall be liable in any manner in connection with such resignations even if the Members Other Than Declarant refuse or fail to assume Board control of the Association. Upon Turnover, Declarant shall retain all voting interests and rights incident to its ownership of its Lots.

6.4.2 Turnover of Documents. No later than the Turnover Meeting, Declarant, at Declarant's expense, shall deliver to the Board the documents that Declarant is required to deliver pursuant Subsection 720.307(4) of the Association Act.

6.4.3 Condition of Common Areas and Related Facilities. All Common Areas and Common Area improvements and facilities and equipment, including but not limited to roads, sidewalks, walls, landscaping, irrigation lines and equipment shall be conveyed to the Association at Turnover in their as-is condition. Approval of any such improvements, equipment or facilities by the governing authority shall be deemed conclusive evidence that they were properly installed and functioning as intended when installed.

6.5 Officers.

6.5.1 General. The officers of the Association (the "Officers") shall be a President, who shall be selected from the Board, a Vice President, a Treasurer, and a

Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant and may only be removed and replaced by Declarant pursuant to the terms hereof. After Turnover, all Officers shall be elected annually by the Board of Directors and each Officer may be removed by vote of the Directors at any meeting with or without cause. After Turnover, no Member or Owner may serve as an Officer if such Member or Owner is delinquent or deficit more than ninety (90) days with regard to payment of Assessments or any other any Monetary Obligation. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association. Prior to Turnover, Declarant shall have the sole and absolute right to appoint, remove, recall, and replace all of the Officers.

6.5.2 President. The "President" shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of a president of a Florida not for profit corporation and a Homeowners' Association. He shall serve as chairman of all Board and Members' meetings.

6.5.3 Vice President. The "Vice President" shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board or the President.

6.5.4 Secretary. The "Secretary" shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of or to be maintained or kept by the Treasurer, and shall perform all other duties incident to the office of a secretary of a Florida not for profit corporation, to the office of a secretary of a Homeowners' Association, and as may be required by the Directors or the President. From time to time, the duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

6.5.5 Treasurer. The "Treasurer" shall have custody of all funds, securities, and evidences of indebtedness regarding or concerning the Association. He shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of a treasurer of a Florida not for profit corporation and a Homeowners' Association. From time to time, the duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

6.5.6 Removal. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. As applicable, the Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without

acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

7. EASEMENTS

Recognition of Existing Easements. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved or granted with respect to the Property whether reserved or granted under this Declaration or other instrument of record. Until the termination of the Developer Control Period, Declarant shall have the right to modify, grant or assign any existing or proposed easements. Existing and/or proposed easements include, without limitation, the following easements:

7.1.1 Water Management Easement. There is granted in favor of the Association a perpetual, non-exclusive easement or easements for flowage, drainage, storm water retention and detention on, over, upon, within and under those portions of the Property that comprise a part of the Surface Water Management System, including but not limited to the Littoral Shelf.

7.1.2 Ingress-Egress/Utility and Drainage Easement. There exists in favor of the Association and, if required, the Water Management District, and any other utility, entity or public body which Declarant or the Association deems appropriate, a perpetual, non-exclusive easement or easements for ingress, egress, utilities and drainage on, over, across, through and under the paved roadway, sidewalks, swales, and such other portions of the Property required for the installation, maintenance and repair of utilities operation and maintenance of the Surface Water Management System.

7.1.3 Governmental Services Easement. There exist and reserved unto Declarant and the Association is the right to grant in the future, non-exclusive easements to provide for governmental service including, without limitation, police and fire protection, postal service, ambulance service, water service (including meter reading) including rights of ingress, egress, and access for persons and equipment necessary for such purposes, for the benefit of all appropriate governmental and quasi-governmental agencies, Declarant and the Association.

All easements reserved by Declarant herein, or granted by Declarant after the Effective Date, shall be of a size, width, scope, and in locations as Declarant, in its discretion, deems best or most appropriate or desirable; provided, however that: (a) such easements shall be reserved or granted in locations so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Contributing Lot; and (b) no such easements reserved or granted shall structurally weaken any improvements which are now, or will be, located upon any Contributing Lot.

7.2 Ingress-Egress/Governmental Services. There is granted in favor of the Association and each Member of the Association and lawful resident on the Property, for themselves, their guests and licensees, a non-exclusive easement or easements for ingress and egress on, over, across and through the paved roadways, sidewalks, swales and other portions of the Common Property. There is granted in favor of the County, its various agencies and services, and to all other applicable governmental agencies, a perpetual non-exclusive easement on, over, across and through the Property and all portions thereof, for the purpose of rendering police, fire and

other governmental services on the Property and, when necessary, with respect to adjoining property, public or private.

7.3 Grant and Reservation of Other Easements. There is reserved for Declarant, the Association, and their designees the following perpetual easements on, over, across, through, and under the Property as covenants running with the Property for the benefit of Declarant, the Association, and their designees, for the following purposes and provided that none of such easements shall interfere with the use of the Property for residential purposes, and such easements shall be used only to the extent reasonably necessary for their intended purposes. The following easements may be grants of easements or reservations giving the Declarant the right to grant such easements as the context shall indicate:

7.3.1 Utility Easements. There is reserved unto Declarant and the Association the right to grant non-exclusive or exclusive easements over, under, in and upon any portion of the Property, including, but not limited to, any portion of any Lot, whether or not said Lot has been conveyed, as may be necessary to provide utility services and for ingress and egress for persons and vehicles to install, maintain and repair such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, street lights, irrigation, television transmission and cable television facilities, telecommunications, limited access service and facilities in connection therewith.

7.3.2 Owners' Access. There is granted an easement to Owners, three (3) feet in width on adjacent Lots along the side Lot line closest to such Owners' Dwelling Units, for access as needed to maintain and repair such Dwelling Units.

7.3.3 Easement for Encroachment. There is granted an easement for encroachment (including any encroachment due to the overhang of roofs) in favor of the Declarant, all Owners and the Association, as applicable, if, and to the extent that, any portion of the Common Property now or hereafter encroaches upon any Lot, or if any improvement to any Lot constructed by Declarant now or hereafter encroaches upon the Common Property, or if the improvements constructed by Declarant on any Lot now or hereafter encroach upon any other Lot, the foregoing being as a result of inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Without limiting the generality of the foregoing, specific overhang easements may also be set forth on the Plat. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. The easement herein granted for encroachment shall include an easement for encroachment of overhanging portions of the roof of any dwelling Unit and the maintenance and use of the encroaching improvements in favor of the Person for whose benefit the easement is granted. The easements for encroachment described herein shall not apply to improvements made by an Owner after the conveyance of the Lot to said Owner.

7.3.4 Ingress-Egress Easement. There is reserved unto Declarant the right to grant perpetual, non-exclusive easements for ingress and egress on, over, and across the paved roadway, sidewalks, swales, and other such portions of the Property reasonably designed for ingress and egress purposes for third parties, including but not limited to, the Association, Members, their guests and licensees.

7.3.5 Right of Association and Declarant to Enter Upon Lots. There is granted and reserved unto Declarant and the Association, or the designees, agents or employees of either, easements for ingress and egress to enter over, under, in, and upon the Lots for the purpose of fulfilling their duties and responsibilities of administration, enforcement, maintenance or repair in accordance with this Declaration, including the maintenance of laws, shrubbery and trees and the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners. Such entry, under, over, in, and upon the Lots shall not be deemed a trespass.

7.3.6 Reservation of Right to Grant or Accept Easements. Declarant, until the termination of the Developer Control Period, and thereafter the Association, shall have the right to grant or accept on behalf of itself or the Association, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable over and upon the Property or portions thereof. The foregoing reservation shall include, but not be limited to, the right on the part of Declarant to grant any and all types and kinds of easements through any portion of a Lot (including any Lot previously conveyed by Declarant) for any purposes whatsoever.

7.3.7 Easement for Entry Signs. Declarant and the Association shall retain an easement for the installation, maintenance, repair and replacement of the entry signs and other entry features, if any, to the Property and appurtenances thereto, over, under, through and across that portion of any Lots wherein such entry feature may be located. No Owner shall have the right to modify, remove, alter, paint, move, obstruct, or otherwise interfere with any entrance sign or entry feature located on that Owner's Lot. Without limiting the foregoing, Declarant specifically reserves the right to install or place within the Property any and all marketing signs, flags, banners, advertising, decorative features, temporary landscaping and similar marketing devices.

7.3.8 Utility, Drainage, Maintenance, Original Construction. Easements are granted and reserved in favor of Declarant and the Association to facilitate the construction and maintenance of Dwelling Units, fences and walls along the side Lot lines, but with the intent that such easement shall not interfere with the construction of the adjacent Dwelling Units. A construction, drainage and maintenance easement of five (5) feet in width along one side Lot line of each Lot is reserved for the benefit of Declarant and any Homebuilder to construct on the adjacent Lot, including without limitation, the building structure, water and sewer lines, electric meter, water meter, air conditioning unit(s), and any other part of the building structure and/or appurtenances, if any such structure or appurtenances are actually constructed by Declarant or a Homebuilder approved by Declarant. EACH OWNER SHALL BE RESPONSIBLE TO MAINTAIN AND KEEP UNOBSTRUCTED ALL DRAINAGE SWALES (OR PORTION THEREOF) WITHIN THEIR RESPECTIVE PROPERTY LIMITS TO ENSURE PROPER FUNCTIONING OF THE DRAINAGE SWALES. IF A DRAINAGE SWALE IS NOT FUNCTIONING PROPERLY, THE ASSOCIATION HAS THE RIGHT TO ENTER THE PROPERTY, INCLUDING AUTHORIZED CONTRACTORS, AND MAKE THE NECESSARY IMPROVEMENTS TO ENSURE THE DRAINAGE SWALE FUNCTIONS PROPERLY. IF A DRAINAGE SWALE IS NOT FUNCTIONING PROPERTY AS A RESULT OF IMPROVEMENTS/OBSTRUCTIONS CREATED BY AN OWNER,

ALL COSTS BORNE BY THE ASSOCIATION TO RECTIFY THE NON FUNCTIONING DRAINAGE SWALE WILL BE CHARGED (AS A SPECIAL LOT ASSESSMENT, IF NECESSARY) DIRECTLY TO THE OWNER RESPONSIBLE FOR ALTERING THE SWALE.

7.3.9 Declarant's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Declarant, as Owner or otherwise, the Declarant (and any Homebuilder having purchased one or more Lots from the Declarant, or such Homebuilder's assignee, if approved by Declarant) is extended the right to enter upon the Property at any time and in any way necessary to allow the Declarant or such Homebuilder to construct, sell or promote the sales of Lots from within the Property, including, but not limited to, the use of the street in front of the Homebuilder's model homes for parking and any such other sales or construction activities deemed necessary or desirable by the Declarant or said Homebuilder. In addition, Declarant shall have the right to use all of the Common Property as it deems necessary and/or desirable for sales and construction purposes. Notwithstanding any other provision in this Declaration, Declarant is irrevocably empowered to sell, lease, transfer or convey any Lot or Lots on any terms for as long as Declarant owns any Lot. Declarant specifically reserves the right to install or place within the Property any and all marketing signs, flags, banners, advertising, decorative features, temporary landscaping and other marketing devices.

7.3.10 Assignments. The easements or right to grant easements reserved under Section 7.3 above may be assigned on an exclusive or non-exclusive basis by the Association or, as long as Declarant owns any portion of the Property or Lot, by the Declarant in whole or in part to any County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant as long as Declarant owns any portion of the Property.

7.4 Private Maintenance Easements. As and if necessary, Owners of a Dwelling Unit shall have an easement over the five (5) feet of the Lot adjacent to and abutting the Owner's Dwelling Unit, provided that such easement shall not include any portion of the structure of the Dwelling Unit located on such abutting or adjacent Lot. Such easement shall be for the sole and exclusive purpose of conducting such maintenance of the Owner's Dwelling Unit requiring access to and presence on the adjacent Lot. No improvement restricting such access shall be made by any Owner while Lot is encumbered by the easement.

7.5 Disclosure. The Community is located adjacent to Florida's Turnpike and Dwelling Units may be subject to noise generated by vehicle traffic. The anticipated noise levels from traffic on Florida's Turnpike are expected to be mitigated by a concrete wall erected along portions of the west and southwest boundaries of the Community. Owners recognize and agree that they may experience noise and other disturbances from traffic and have accepted such in acquiring the Dwelling Unit.

8. ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT; RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES.

8.1 Affirmative Covenant to Pay Assessments and Common Costs. In order to (1) fulfill the terms, provisions, covenants and conditions contained in the Association Documents; and (2) maintain, operate and preserve the Property, for the use, safety, welfare and benefit of the

Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each Lot the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the Individual Lot Assessments, Special Assessments, and Special Lot Assessments, as hereinafter provided. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Association Documents, provided that the Owner shall be personally obligated only for Assessments that fall due during the time the Owner owns the Lot unless otherwise assumed by such Owner, notwithstanding the fact that the Lot may be subject to a lien for Assessments in addition thereto; provided that, in a voluntary conveyance of a Contributing Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for the Owner's share of Common Costs up to the time of conveyance.

8.2 Establishment of Liens. Any and all Assessments made by the Association in accordance with the provisions of this Declaration, any of Association Documents, or under the Association Act, with interest thereon at the highest rate allowed by law, late charges and costs of collection, including, but not limited to, reasonable attorneys' fees and court costs and expense (the "Assessments"), are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot shall also be the personal obligation of the Owner of such Lot. Said Assessments may be evidenced via a claim of lien and enforced and foreclosed pursuant to Section 720.3085 of Association Act. Expressly subject to the Institutional Mortgagee's compliance with Subsection 720.3085(2)(c) of the Association Act and said Institutional Mortgagee's payment of all unpaid Assessments resulting from said Institutional Mortgagee's compliance with, or failure to comply with, said statute, all Assessment liens shall be subordinate to the lien of any Institutional Mortgage. Any Institutional Mortgagee which obtains title to a Lot by lawful foreclosure of its mortgage or by lawful and proper voluntary conveyance by deed in lieu of such foreclosure, shall not be liable for the uncollected Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title of the Lot by said Institutional Mortgagee. Such unpaid Assessment amounts shall be deemed a Common Cost collectible from all Owners, including the acquiring Institutional Mortgagee, on a pro-rata basis. Any such transfer to an Institutional Mortgagee under this Section 8.2 or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Lot from the lien for Assessments thereafter falling due.

8.3 Late Charges and Collection of Assessments by Association. If any Owner shall fail to pay any Assessment or installment thereof charged to such Owner within 30 days after the same becomes due, the Association may also charge an administrative late fee ("Late Fee") not to exceed the greater of Twenty-Five and no/100 Dollars (\$25.00) or five percent (5%) percent of the amount of each installment that is paid past the due date. If in the future, Section 720.3085(3)(a) is amended to permit the Association to charge a higher Late Fee, then the immediately preceding sentence shall be deemed automatically amended to permit the Association to charge such higher Late Fee. If an Assessment is not paid within 30 days of its due date, the Association shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to all other remedies available to the Association:

8.3.1 To accelerate the remaining installments of the then due Individual Lot Assessments upon written notice to such Member, and the then unpaid balance of said 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.

8.3.2 To accelerate the entire amount of any Assessments for 12 months from the date of the last overdue Assessment based on the then current Individual Lot Assessment amount, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the Individual Lot Assessment amount in the next year's Budget, such Owner shall be liable for the increase at such time as the increased Individual Lot Assessment becomes due.

8.3.3 To advance on behalf of the Owner(s) in default, funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys' fees at pretrial, trial and appellate levels, and post-judgment may thereupon be collected by the Association and such advance by the Association shall not waive the default;

8.3.4 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

8.3.5 To file an action at law to collect said Assessment plus late charges, plus interest at the highest rate allowed by law from the due date of such Assessment, plus court costs, legal expenses, and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Association.

8.3.6 Notwithstanding the foregoing, the Association shall not be required to bring any action if it believes that the best interest of the Association would not be served by doing so.

8.4 Rights of Declarant and Institutional Mortgagees. Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge or lien against any Lots. Further, Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Costs on behalf of the Association when the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Common Costs on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs and expenses of collection including, but not limited to, reasonable attorneys' fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

8.5 Working Capital Fund. Declarant shall establish a "Working Capital Fund" for the operation of the Association, which shall be collected by Declarant from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount determined by Declarant from time to time in its sole discretion. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot by

Declarant. The purpose of this fund is to ensure that the Directors will have cash available to meet any legitimate Association expense, or to acquire insurance, additional equipment, or services deemed necessary or desirable by the Board of Directors, and may be expended at any time for such purposes. Amounts paid into the fund at a Lot closing are not to be considered advance payment of Assessments or as a reserve fund, and are not refundable or transferable. Notwithstanding the foregoing, the amount of the Working Capital Fund amount shall be set forth in the contract between Declarant and the prospective Lot purchaser. Otherwise, said Working Capital Fund amount shall be provided with the disclosure required under Section 720.407 of the Association Act.

9. METHOD OF DETERMINING ASSESSMENTS

9.1 Determining Amount of Assessments. The total anticipated Common Costs for each Fiscal Year shall be set forth in a Budget prepared by the Directors as required under the Association Documents. The total anticipated Common Costs (other than those Common Costs which are properly the subject of a "Special Assessment" as hereinafter set forth) shall be apportioned equally among the Contributing Lots by dividing the total anticipated Common Costs which are reflected by the Budget, other than those Common Costs which are properly the subject of Special Assessment (adjusted as hereinafter set forth) by the total number of Contributing Lots at the time of adoption of the Budget, with the quotient thus arrived at being the "Individual Lot Assessment." All questions regarding the number of Contributing Lots subject to this Declaration shall be decided by the Directors.

9.2 Assessment Payments. Individual Lot Assessments which have commenced on a Contributing Lot shall be prorated for the quarter in which the Contributing Lot came into existence, and shall thereafter be payable quarterly in advance on the first day of each quarter of each year, or as otherwise determined from time to time by the Directors. Until the termination of the Developer Control Period, for any Budget year, Declarant may elect to pay: (i) the portion of the actual Common Costs, less any provision for reserves, that do not exceed budgeted amounts and which were properly incurred by the Association during that year which is greater than the sums received by the Association from the payment of Common Costs for that year by Owners other than Declarant, plus other income of the Association; or (ii) such amount as Declarant would otherwise be obligated to pay if it had been subject to the Individual Lot Assessment for Common Costs for that year on those Lots within the Property of which it is the Owner. Unless Declarant otherwise notifies the Directors at least 60 days before the beginning of each Fiscal Year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding Fiscal Year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of service or materials, or a combination of these. Notwithstanding the foregoing, until such time as Declarant no longer appoints a majority of the Directors, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments as in the case of any other Owner, Declarant shall not be liable for Assessments for any Units owned by Declarant, but in lieu thereof, Declarant shall be responsible for all Common Costs actually incurred by the Association in excess of the Assessments and any other income receivable by the Association. In any event, during the period when Declarant is not liable for Assessments, the Association will not be required to fund the portion of any reserve account reflected in the budget which is attributable to any Lots owned by Declarant. Notwithstanding the foregoing, in the event the Association incurs any Common Costs not ordinarily anticipated in the day-to-day management and operation of the Property, including but not limited to expenses incurred in connection with lawsuits against the Association, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of Declarant for

such Common Costs shall not exceed the amount that Declarant would be required to pay if it was liable for Assessments as any other Owner, and any excess amounts payable by the Association shall be assessed to the other Owners. After Turnover, Declarant shall be responsible for Individual Lot Assessments for the Lots it owns, subject only to the express limitations of this Declaration. Other than as provided in this paragraph, Declarant shall have no obligation to contribute or pay any amount for Assessments or Common Costs as to Lots owned by Declarant. Notwithstanding anything provided herein, Declarant shall never be obligated to pay any amounts for any reserve funds even though the lack of payment of reserves for accounting purposes may be deemed to be an expense of the Association.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE ASSOCIATION DOCUMENTS OR OTHERWISE: (A) DECLARANT DOES NOT AND IS NOT PROVIDING THE OWNERS OR MEMBERS A GUARANTEE OF THE LEVEL OF ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; (B) THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS OR MEMBERS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; AND (C) DECLARANT'S ELECTION FROM TIME TO TIME TO DEFICIT FUND IS NOT A GUARANTEE OF THE ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT. IN THE EVENT DECLARANT ELECTS FROM TIME TO TIME, IN ITS SOLE DISCRETION, TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, DECLARANT SHALL SPECIFICALLY ELECT TO DEFICIT FUND AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES ("DEFICIT FUND"). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO DECLARANT OR THE CALCULATION OF THE DEFICIT FUNDING OBLIGATION OR OTHER AMOUNTS DUE FROM DECLARANT. AS OF THE EFFECTIVE DATE, UNTIL TURNOVER OCCURS OR DECLARANT NOTIFIES THE ASSOCIATION OTHERWISE, DECLARANT ELECTS TO DEFICIT FUND, THEREBY OBLIGATING ITSELF, PURSUANT TO SECTION 720.308(B) OF ASSOCIATION ACT, TO PAY ANY OPERATING EXPENSES INCURRED THAT EXCEED THE ASSESSMENTS RECEIVABLE FROM OTHER MEMBERS AND OTHER INCOME OF THE ASSOCIATION.

9.3 Special Assessments. "Special Assessments" shall mean and refer to, in addition to other Assessments designated as Special Assessments in the Association Documents, those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for Common Property, or the cost of reconstructing or replacing such improvements and such Assessments as may be necessary for the Association to carry out its obligations under the Association Documents. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment. No Lots owned by Declarant shall be subject to any Special Assessments without the prior written consent of Declarant. Special Assessments shall be paid in such installments or in a lump sum as the Directors shall from time to time determine.

9.4 Special Lot Assessments. "Special Lot Assessment" shall mean and refer to those Assessments against an individual Owner or Lot which are levied by the Association for maintaining, preserving, and restoring the Common Property and the subject Lot upon such Owner's failure to fulfill the Owner's obligations to do same under the provisions of Association Documents and such other Assessments which are designated as Special Lot Assessments under this Declaration. Special Lot Assessments shall be in addition to the Individual Lot Assessment and shall be enforceable by the Association as other Assessments, provided that no Lot owned by Declarant shall be subject to any Special Lot Assessments without the prior written consent of Declarant. Any damage to any portion of the Property which is caused by an

Owner or the Owner's family, tenants, guests, invitees or licensees shall be the responsibility of such Owner, and shall be charged against such Owner and such Owner's Lot as a Special Lot Assessment.

9.5 Liability of Owners for Individual Lot Assessments, Special Assessments and Special Lot Assessments. By the acceptance of a deed or other instrument of conveyance of a Contributing Lot, each Owner thereof, except for Declarant to the extent Declarant is an Owner, acknowledges that each Contributing Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments (as to Special Assessments, subject to the limitations thereon relating to Lots owned by Declarant), as well as for all other Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Lots for the Common Costs (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments insofar as Declarant is concerned and the limitations on the liability of Institutional Mortgagees, their successors and assigns). Further, such Owners recognize and covenant that they are individually liable for Special Lot Assessments (subject to any specific limitations provided for herein). Subject to such specific limitations, it is recognized and agreed by each Owner, for himself and the Owner's heirs, personal representatives, successors and assigns, that if Owners fail or refuse to pay their Individual Lot Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, including Special Lot Assessments, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owners, and such increased Individual Lot Assessment or Special Assessments or other Assessments can and may be enforced by the Association in the same manner as all other Assessments hereunder as provided in this Declaration. The limitations applicable to Lots owned by Declarant also apply to any portion of an Assessment arising from the failure of any Owner to pay a Special Assessment or a Special Lot Assessment, or any portion thereof. Failure of an Owner to make use of the rights granted in this Declaration shall not terminate the Owner's obligation to pay any Assessments hereunder.

Communication Services. Declarant and the Association may enter into certain agreements with a provider of cable or satellite television service, internet, telephone services, security and/or home automation services and facilities (the "Communications Service Provider"), for the purpose of providing for television, internet, telephone, security and/or automation service ("Communication Services") to and for each Owner. The agreements, which may include easements and rights of entry and bulk rate provisions, or any of the foregoing or combinations thereof, shall be referred to herein together as the "Communication Services Agreement". If so provided in the Communication Services Agreement, the cost of monthly basic cable or satellite television service and internet service shall be charged to each Owner as a Common Cost and shall be collected and enforceable in the same manner as any other Common Cost. So long as the Communication Services Agreement or any similar subsequent agreement is in effect, each Owner shall be required to subscribe to and for basic cable or satellite television service (as that term or a similar term may be described and defined in the Communication Services Agreement). Upon acquiring title to a Lot, each Owner will, if required by the Communications Service Provider or the Association, execute a subscription agreement in a form approved by the Association. In the event of the failure of any Owner to enter a subscription agreement within thirty (30) days of the time such owner acquires title to a Lot, then the Association shall be authorized to execute the subscription agreement on behalf of the Owner, and to bind the Owner to the terms thereof. Declarant reserves and retains to itself or on behalf of a Communications Service Provider and their respective successors and assigns:

(a) The title to equipment and components required for any Communication Services that Declarant installs or causes to be installed within the Property, together with a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment;

(b) A perpetual easement for ingress and egress over the Property, to service, maintain, install, repair and replace the aforesaid apparatus and equipment;

The Communication Services Agreement may grant to the Communications Service provider a non-exclusive easement over, under, in and upon any portion of the Property, including, but not limited to, any portion of any Lot and within a Dwelling, as may be necessary to install and maintain Communication Services equipment and facilities and to provide Communication Services to each Dwelling Unit. All charges for Communication Services, if any, shall be collected from each Owner each month by the Association as part of the Assessments. The Association shall have the right and authority to collect such charges from each Owner as part of the Assessments and to pay same to the Communications Service Provider, as may be provided in the Communication Services Agreement. Neither Declarant nor the Association shall be responsible in any way for the providing of any particular Communication Services, and nothing contained herein shall be deemed or construed as a warranty, representation or covenant regarding the quality or content of any Communication Services or the equipment, facilities and programming provided therewith. No Owner may refuse to pay any portion of an Assessment because of any claim or charge that the Communications Service Provider has breached the Communication Services Agreement in any respect. Any claim or offset against the Communications Service Provider on account of any such breach shall be asserted exclusively by the Association.

10. COMMON COSTS; CERTAIN ASSESSMENT CLASSIFICATIONS. The following expenses are hereby declared to be Common Costs which the Association shall assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in Association Documents:

10.1 Taxes. Any and all taxes or special assessments levied or assessed at any and all times upon any Common Property or any improvements thereto or thereon by any and all taxing authorities, community development districts established by Chapter 190, Florida Statutes, and water drainage districts, including, without limitation, all taxes, charges, assessments and impositions, and liens for public improvements, special charges and assessments, and in general all taxes and tax liens which may be assessed against the Common Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon, as opposed to any such levies or assessments against an individual Lot which shall be paid by the Owner thereof, shall be Common Costs.

10.2 Maintenance, Repair and Replacement.

10.2.1 Any and all expenses of the Association necessary to maintain, preserve, repair and replace the Common Property, and any improvements thereon under the terms of the Association Documents and in conformity with all applicable federal, state, County or municipal laws, statutes, local ordinances, orders, rulings and regulations shall be Common Costs.

10.2.2 Any and all expenses of the Association necessary to maintain, preserve, repair, and replace certain improvements or landscaping located on the Property, as provided in this Declaration or as determined from time to time by the Board, including without limitation entrance ways, roadways, roadway swales, street signage, medians, and personal property and equipment related to such improvements and landscaping, if any, which under the terms of this Declaration the Association is obligated to maintain, preserve, repair and replace shall be Common Costs.

10.2.3 Any and all expenses of the Association for the repair, maintenance or replacement of any sprinkler system maintained by the Association.

10.3 Administrative Expenses. The costs of administration for the Association in the performance of its functions and duties under Association Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses shall be Common Costs. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of Declarant) to assist in the operation of the Property and to perform or assist in the performance of certain obligations of the Association under Association Documents. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Costs.

10.4 Compliance with Laws. The Association shall take such action as it determines to be necessary or appropriate in order for the Common Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, and the expenses of the Association hereunder shall be Common Costs.

10.5 Indemnification. The costs and expenses of fulfilling the covenant of indemnification set forth in Section 16.21 hereof shall be a Common Cost.

10.6 Failure or Refusal of Owners to Pay Assessments. Funds needed for Common Costs due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Common Costs and properly the subject of an Assessment, provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special Assessment or a Special Lot Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon with respect to Lots owned by Declarant.

10.7 Utility Charges; Bulk Communication Services. All charges levied for utilities providing services for the Common Property, whether supplied by a private or public firm, including without limitation all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge, shall be Common Costs. The costs of Communication Services provided as a bulk service to all Dwelling Units pursuant to a Communication Services Agreement shall be Common Costs payable by all Owners whether or not they use such Communication Services and/or subscribe to and pay a third party for Communication Services under a separate agreement.

10.8 Extraordinary Items. Extraordinary items of expense under Association Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject

of a Special Assessment, subject to the limitations thereon with respect to Lots owned by Declarant, shall be Common Costs.

10.9 Costs of Reserves. The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation or deferred maintenance of Common Property and improvements thereto or with respect to other improvements, landscaping or equipment which the Association is to maintain, repair and replace pursuant to this Declaration, in amounts determined sufficient and appropriate by the Association from time to time shall be Common Costs. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association, and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. No Reserves shall be imposed as Common Costs or otherwise collected from Owners as long as the Declarant owns a Lot, unless Declarant gives its prior written consent thereto.

10.10 Matters of Special Assessments Generally. Amounts needed for capital improvements or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of Association Documents must also be approved by the affirmative vote of a majority of all Members (at any meeting thereof having a quorum) when the total amount of the Special Assessment for any one item or purpose is in excess of \$5,000 except that no approval need be obtained for a Special Assessment for the replacement or repair of presently existing improvements or personal property on the Common Property. Declarant shall not be obligated for Special Assessments as to Lots owned by Declarant.

10.11 Insurance. The premiums for all insurance of any type maintained by the Association shall be Common Costs.

10.12 Miscellaneous Expenses. The cost or expense of all items pertaining to or for the benefit of the Association or any Common Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Costs by the Board shall be a part of the Common Costs.

10.13 Application. The foregoing provisions regarding Common Costs shall apply to such costs incurred with respect to the Common Property at any time, regardless of whether the Common Property has been conveyed to the Association as provided in Section 3 hereof.

11. INSURANCE.

11.1 The Association. The Association shall purchase the following Insurance coverages subject to the following provisions, and the cost of the premiums therefore shall be a part of the Common Costs:

11.1.1 Public Liability Insurance. A comprehensive policy or policies of public liability insurance naming the Association and Declarant, until the end of the Developers Control Period, or until Declarant no longer owns any Lots, whichever is later, as named insured's thereof and including, if appropriate, the Owners as insureds thereunder, as insuring against any and all claims or demands made by any Person or Persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Property, or by the Association in performing its duties and obligations under this Declaration, and legal liability arising out of lawsuits related to contracts to which the Association is a party, including without limitation, injuries resulting from the use of improvements

made to the Common Property, and for any other risks insured against by such policies, with limits of not less than \$1,000,000 for damages incurred or claimed for personal injury for any one occurrence (with no separate limit stated for the number of claims) and not less than \$100,000 for property damage incurred or claimed for any one occurrence (with no separate limit stated for the number of claims). Such coverage shall include as appropriate and if reasonably available, without limitation, protection against water damage liability, liability for owned and non-owned and hired automobiles and liability for property of others. The insurance purchased shall contain, if obtainable, a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Association, Declarant, or any other Owners or deny the claim of either the Declarant or Association because of negligent acts of the other or the negligent acts of an Owner.

11.1.2 Casualty Insurance. To the extent determined by the Board, if at all, casualty property insurance for all improvements, if any, now or hereafter located upon the Common Property, including fixtures, personal property and equipment thereon, in amount equal to the current full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage. Such insurance is to afford protection against: (i) such risks as shall customarily be covered with respect to areas similar to the Common Property in developments similar to the Property in construction, location and use; and (ii) at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage. If the improvements to the Common Property are not the type of improvement for which casualty insurance is customarily obtained, the Board shall have no obligation to obtain casualty insurance for such improvement to the Common Property.

11.1.3 Fidelity Coverage. At Common Cost, the Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Subsection 11.1.3, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

11.1.4 Directors' and Officers' Liability Coverage: At the Board's sole discretion, policies of Directors' and Officers' liability insurance in an amount determined by the Board to be adequate to insure the Directors and Officers of the Association against personal liability arising in connection with the performance of their duties not covered by the coverage maintained pursuant to Subsection 11.1.3 above.

11.1.5 Other Insurance. The Association may procure such other Insurance as the Board of Directors may determine.

11.2 Owners' Responsibility. The Association shall not procure insurance on any Lot or the Dwelling Unit constructed thereon, or personalty contained therein. Accordingly, Owners of Lots shall purchase their own insurance for their Lot and Dwelling Unit and personalty located therein, and for any risk they may incur by ownership of a Lot, and for the use of Common Property. Each Lot and the improvements thereon shall be insured by the Owner thereof with fire and extended coverage insurance for loss by fire or other hazards, and such insurance shall be for the maximum insurable value of the Lot and improvements thereto, without deduction for depreciation. The Association shall have the right, but not the obligation, to require Owners to provide to the Association, proof of required insurance as well as proof of payment of the premiums for such insurance. In the event of damage or destruction by fire, flood or other casualty to any Dwelling Unit or other portion of the Lot, the Owner shall be obligated to rebuild and/or repair, as necessary, the Dwelling Unit thereon, subject to the terms, provisions and requirements of this Declaration and the Directors. The repair and building of the Dwelling Unit shall be done in a good and workmanlike manner and such repairs and rebuilding shall be performed expeditiously. Notwithstanding anything herein to the contrary, in the event that a Dwelling Unit or any other improvements to a Lot are damaged or destroyed and Assessments have commenced as to such Lot, in no event shall the Assessments with respect to such Lot be reduced, canceled or abated.

12. LEASING OF LOTS; COLLECTION OF ASSESSMENTS.

12.1 Temporary Restriction on Leasing. For the first full twelve (12) months after acquisition of a Lot, which date shall be evidenced by the recording date of the deed vesting title to the Lot in the Owner, no tenant, lessee, subtenant, or sublessee, beneficiary under any land trust pursuant to Section 689.071 of the Florida Statutes, or any other occupant or possessor that is not the Owner thereof of any Lot or improvement thereon ("tenant" or "lessee"), whether or not such relationship is documented by a lease, a sublease, a trust agreement, or any other document or writing (collectively, "Lease" or "lease"), shall occupy or possess the Lot or the Dwelling Unit. Thereafter, each lease shall be approved by the Association as provided herein. Every lease shall be subordinate to any lien filed by the Association under this Declaration, whether such lien was filed before or after the commencement of the lease. If an Owner leases the Owner's Lot, a lease together with the names of the lessees shall be delivered to the Association prior to the occupancy by the lessee. The Association shall have the right to establish a procedure for screening tenants; accordingly, the Association may then have the right to disapprove tenants. Such lease shall contain a covenant that the lessee acknowledges that the Lot is subject to Association Documents and is familiar with the provisions hereof, and the uses and restrictions contained therein, and agrees to abide by all such provisions. If a lease does not contain such a covenant, then such lease shall nonetheless be deemed to include such covenant. This Subsection 12.1 shall also apply in the event of subleasing or other occupancy or possession of a Lot to the same extent as to the leasing of a Lot. Each Owner hereby assigns to the Association on a non-exclusive basis the rights, but not the obligations, of a landlord as set forth in Chapter 83, Part II, Florida Statutes, as may be amended, including without limitation the right to pursue the remedies set forth therein; provided, however, that nothing shall require that the Association exercise such rights.

12.2 Tenant Demand. If any Lot is occupied by a Tenant and the Owner of the Lot is delinquent in paying any Monetary Obligations, the Association may demand in writing that the Tenant pay to the Association the subsequent rental payments related to the Lot ("Tenant Demand"). Any Tenant Demand is continuing in nature, and upon such Tenant Demand, the Tenant of the subject Lot (the "Notified Tenant") must continue to pay the subsequent rental payments until all the Monetary Obligations of the Lot Owner related to the Lot have been paid.

In full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Lot. A Notified Tenant is immune from any claim by the Lot Owner related to the rent timely paid to the Association after the Association has made a Tenant Demand.

12.3.2 Payments by Tenant. If the Notified Tenant paid rent to the Owner of the Lot for a given rental period before receiving the Tenant Demand and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the Tenant Demand, such Notified Tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the Monetary Obligations of the Lot Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Lot. The Association shall, upon request, provide the Tenant with written receipts for payments made. The Association shall mail written notice to the Lot Owner of the Association's demand that the Tenant pay Monetary Obligations to the Association.

12.4 Limitation of Liability. The liability of the Notified Tenant may not exceed the amount due from the Notified Tenant to the Lot Owner. The Notified Tenant shall be given a credit against rents due to the Lot Owner in the amount of Assessments paid to the Association.

12.5 Association Rights. After serving a Tenant Demand, if the Notified Tenant fails to pay any Monetary Obligation, the Association may issue notices under Section 83.56 of the Florida Statutes, and may sue for eviction under Sections 83.59-83.625 of the Florida Statutes, as if the Association were a landlord under Part II of Chapter 83 of the Florida Statutes. However, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and specifically has no duties under Section 83.51 of the Florida Statutes.

12.6 No Tenant Rights. A Tenant does not, by virtue of payment of Monetary Obligations, have any of the rights of the Owner of the Lot to vote in any election or to examine the books and records of the Association.

13. RIGHTS OF INSTITUTIONAL MORTGAGEES.

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

13.1.1 any condemnation or casualty loss that affects either a material portion of the Property or any Lot or Dwelling Unit on a Lot encumbered by its Institutional Mortgage;

13.1.2 any 60 day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or Dwelling Unit on a Lot on which it holds the Institutional Mortgage;

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

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

13.2 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.

13.3 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 a management company.

13.4 Failure to Send. Any failure by the Association to furnish any notice under this Section 13 shall not result in liability of the Association because such notice is given as a courtesy to a requesting Institutional Mortgagee and guarantors of any such mortgages, and the furnishing of such notice is not an obligation of the Association to any Institutional Mortgagee or guarantors of any such mortgages.

14. SURFACE WATER MANAGEMENT SYSTEM.

14.1 Association Responsibilities. The Association shall be responsible for operating and maintaining the Property in a manner consistent with the requirements of all Environmental Regulatory Agencies with regard to the flowage, drainage and retention of surface water, including, without limitation, the maintenance of all lakes, retention areas, culverts and related appurtenances. Such entities will include, without limitation, the Water Management District. The Association shall be responsible for operating and maintaining the Surface Water Management System including, without limitation, all drainage and any lakes, retention areas, culverts and surface and underground drainage facilities and systems, in accordance with the foregoing requirements and any requirements imposed in connection with the Permit.

14.2 Part of Common Property; Assessments. The Surface Water Management System shall form part of the Common Property. The expense of operating and maintaining same shall be an item of Common Costs for which Members may be assessed by the Association.

14.3 Maintenance of Wetlands, if any; Littoral Shelf. The Association shall be responsible for complying with the requirements of environmental regulatory agencies under any agreement, plan or requirement relating to wetland mitigation, and shall meet all conditions associated with maintenance and monitoring of the Littoral Shelf and any wetlands.

14.4 Permits; Records any. The Association shall be responsible for maintaining, as a part of the Official Records of the Association, a copy of the surface water management permit, together with any additional permits issued in connection with the maintenance, monitoring and operation of the Surface Water Management System or of any conservation or wetlands mitigation areas.

14.5 Enforcement by the District. The District 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.

14.6 Dissolution of Association. In the event that the Association is permanently dissolved for any reason, then the property consisting of the surface Water Management System shall be

conveyed to an appropriate agency of local government. If such agency will not accept such property, then same shall be conveyed and dedicated to a similar non-profit corporation.

14.7 Easements for Access and Drainage.

14.7.1 The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and the District.

14.7.2 Each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment to drain across the Stormwater Management System in accordance with the Permit, District rules, and the Rules and Regulations.

14.8 Amendment to Declaration. No amendment to this Declaration that will affect the Surface Water Management System shall be made without the prior written approval from the Association. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District. Any proposed amendment to this Declaration affecting the Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas) shall be submitted to the District for a determination of whether the amendment necessitates a modification of the Permit. If a modification is necessary, the District will so advise the Permit's permittee. The amendment affecting the Stormwater Management System may not be finalized until any necessary Permit modification is approved by the District or the Association is advised that a modification is not necessary.

15. LAKES AND WATER BODIES. Lakes, swales, the Littoral Shelf and water bodies, whether man-made, altered or natural, are part of or contribute to the Surface Water Management System. Rainfall and groundwater elevations may affect the depth of water bodies from dry to deep, and the maintenance of a particular water level is not the responsibility of the Association or the Declarant. Depths of lakes, swales and water bodies may be deceiving. Due to design, construction, groundwater levels and other conditions, bottoms and embankments may vary in the angle of slope, with the resulting possibility of steep drop-offs to deep water levels. Lakes, swales, water bodies, preserve areas, undeveloped portions of the Property and conservation areas are the natural habitat of various species of Florida wildlife, including the alligator, that may be hostile to humans and domestic animals and property. Persons, Owners, tenants, occupants, mortgagees and all of their invitees and licensees and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) are hereby put on notice of these conditions of the Property, natural, altered and man-made, and by entering the Property or acquiring any interest in any part of the Property, acknowledge the necessary existence of these

conditions which, under certain circumstances, may be hazardous and assume the risk of injury or damage as a result thereof. Neither Declarant nor the Association shall have a duty to protect anyone from the consequences of contact with these conditions. Each Owner by acceptance of a deed to any Lot acknowledges and knowingly assumes the risk of personal or property damage arising from conditions of the Property, whether natural, altered or man-made and each Owner hereby waives and releases the Declarant, and Association and the Association and any guest, employee, licensee, invitee, director, partner or officer or mortgagee of any such parties from any and all action, cause, suit, reckoning, claim or demand whatsoever, in law or in equity, as a result of property damage or personal-injury to such Owner, Occupant, Owner's or occupant's guests, employees, licensees or invitees caused by conditions of the Property, whether natural, altered or man-made or any species of animal, reptile or other animate or inanimate object. NEITHER DECLARANT NOR THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE OR BOARD MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN LAKES AND WATER BODIES WITHIN OR IN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS AUTHORIZED BY THE APPLICABLE WATER MANAGEMENT DISTRICT PERMIT. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMIT, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED FROM THE WATER MANAGEMENT DISTRICT. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY LAKE OR WATER BODY WITHIN THE PROPERTY, EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION, OR THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (iii) DECLARANT, THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE

PROPERTY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON PROPERTY MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, FISH, RACCOONS, DEER, FOWL, AND FOXES. DECLARANT, OR THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

16. GENERAL PROVISIONS.

16.1 Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (1) any Owner, at the address of the Person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Lot owned by such Owner; and (2) the Association, certified mail, return receipt requested, at 4755 Technology Way, Suite 210, Boca Raton, FL 33431, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (3) Declarant, certified mail, return receipt requested, at 4755 Technology Way, Suite 210, Boca Raton, FL 33431, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner then current address of Declarant as reflected by the Association's official records.

16.2 Protecting Legal Title to Common Property.

16.2.1 No one may grant, lease, convey, pledge, encumber, assign, hypothecate or mortgage any interest in the Common Property without the Association's prior written consent.

16.2.2 The Association may incur indebtedness giving a right to a lien of any kind on the Common Property, which liens shall be subject to Association Documents, provided that such indebtedness receives the prior affirmative vote of two-thirds of Members.

16.2.3 All Persons contracting with the Association or Owners, or Persons furnishing materials or labor thereto, as well as all Persons whomsoever, shall be bound by the provisions of this Article.

16.3 Rules. The Board shall have the power and authority from time to time to enact Rules governing the use, enjoyment, safety, maintenance, repair and preservation of the Property. Rules shall be adopted only at duly constituted meetings of the Board after giving notice as required in Association Documents. Rules may include, without limitation, provisions for the use, enjoyment, operation, maintenance, repair and preservation of the Common Property including, but not limited to, the pool and pool area and the cabana, including hours of operation and safety rules, provisions governing the number of guests occupying Dwelling Units, and parking.

No Rule may conflict with any term or provision of Association Documents or constitute an amendment of any material term thereof unless same shall be adopted in the manner provided herein for the amendment of this Declaration.

16.4 Enforcement.

16.4.1 Subject to any alternative dispute resolution required under the Association Act, the covenants and restrictions contained herein and the Association Documents may be enforced by Declarant, the Association, any Owner or any Institutional Mortgagee holding a mortgage on any portion of the Property, in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any Person, violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision, or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

16.4.2 The Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to easements.

16.4.3 In the event of a violation by any Owner (other than the nonpayment of any Assessment or other moneys) of any of the provisions of this Declaration, or of the Articles or Bylaws, the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written Notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the Association, the Association may, at its option:

16.4.3.1 Proceed to impose a fine as provided in Section 16.4.4 hereof; and/or

16.4.3.2 Commence an action to enforce the performance on the part of the Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

16.4.3.3 Commence an action to recover damages; and/or

16.4.3.4 Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the enforcement of this Declaration action against any Owner, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association.

16.4.4 In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, (y) a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with any condition, covenant or restriction contained in the Association Documents or any Rule, and (z) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Property and the facilities located thereon (except for vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park of defaulting Owners) provided that before imposing any fine or suspension, the following procedures are adhered to:

16.4.4.1 The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing of a committee of at least three (3) Members who are appointed by the Board (the "Violations Committee"), at which time the Owner may present reasons why a fine(s) or suspension should not be imposed. The members of the Violations Committee shall not be Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee of the Association. At least fourteen (14) days' notice of such meeting shall be given.

16.4.4.2 The alleged non-compliance shall be presented to the Violations Committee after which the Violations Committee shall hear reasons why a fine(s) or suspension should not be imposed. A written decision of the Violations Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Violations Committee's hearing. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the Violations Committee does not approve a proposed fine or suspension by majority vote, it may not be imposed.

16.4.4.3 The Board (if the Violations Committee's findings are made against the Owner) may impose a suspension or a fine in the form of Special Lot Assessment against the Lot owned by the Owner as follows:

16.4.4.3.1 For each separate violation, a fine not exceeding One Hundred Dollars (\$100.00). Each day that there exists on any Lot any structure, thing or condition which violates this Declaration shall be considered a separate violation.

16.4.4.3.2 Because Declarant intends that the Property be developed and occupied as a high-end residential development, it is important that the Association have the authority and leeway to enforce the covenants, conditions, and restriction set forth in the Association Documents and the Rules by meaningful fines. Therefore, fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate and there shall be no limit on the aggregate amount of fines that may be levied for continuing violations of the covenants, conditions, and restriction set forth in the Association Documents or in the Rules.

16.4.4.4 Any Owner against whose Lot fines have been levied shall remit such fines to the Association within thirty (30) days of receiving notice of such fines from the Association. The Association may pursue legal and equitable remedies to recover such fines. Fines shall be treated as an Special Lot Assessment subject to the provisions for the collection of Special Lot Assessment, and the lien securing same, as set forth herein.

16.4.4.5 All moneys received from fines shall be allocated as directed by the Board.

16.4.4.6 Unless limited by law, specific dollar amounts stated in this Section 16 shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board, using the year of the Effective Date as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

16.4.4.7 In accordance with Florida law, the Association may suspend the voting rights of a Member for the nonpayment of Individual Lot Assessments that are delinquent in excess of ninety (90) days

16.4.4.8 These fines and suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

16.5 Captions, Headings and Titles. Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

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

16.7 Attorneys' Fees. Any provisions herein for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to attorneys' fees for the attorneys' services at all trial and appellate levels, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

16.8 Order of Precedence. If there is or should there ever be any conflicts between Florida law and the terms and provisions of the Association Documents, or between the terms and provisions of more than one Association Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflict(s): (A) Florida law; (B) this Declaration; (C) any Supplement (in the event that there are multiple Supplements, then the order of priority and governance of such Supplements shall be based upon recording order); (D) the Articles; (E) the Bylaws; (F) the Architectural Standards and Procedures; and (G) the Rules. If an Association Document of a higher priority and governance, as established

above, is amended in such a way that the terms and provisions of such Association Document conflict with the terms and provisions of any lower priority Association Documents, as established above, then the lower priority Association Documents shall be deemed automatically and simultaneously amended with the amendment of the higher priority Association Document, so that such lower priority Association Documents may be read and interpreted to be consistent with the higher priority Association Document. In no event shall any lower priority Association Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Association Document, and any such purported amendment shall be automatically ineffective and void. Notwithstanding that some or all of the Association Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Association Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

16.9 Severability. If any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. It is the intention of Declarant that if any such provision of any Association Document is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or terms of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

16.10 Certain Rights of Declarant. Notwithstanding anything to the contrary herein contained, no improvements constructed by Declarant at any time shall ever be subject to the approval of the Board or any committee thereof. Furthermore, notwithstanding anything to the contrary contained in this Declaration, nothing herein contained shall, or shall be construed to, limit, or in any way affect the rights of Declarant and its affiliates, successors and assigns to use all portions of the Property in conjunction with, and as part of, its program of sale, leasing, construction and development of and within the Property including, without limitation, the right to use portions of the Property owned by Declarant or the Association to store construction materials, assemble construction components, park vehicles, transact business, maintain models and sales offices, place signs, flags, and banners, employ sales personnel, and show Lots, without any cost to Declarant and its affiliates, successors, nominees and assigns for such rights and privileges. Declarant and its successors, affiliates, nominees, and assigns shall have the right to construct, maintain, and repair such structures or improvements including the carrying on of all activities appurtenant thereto or associated therewith, as Declarant deems necessary or appropriate for the development of the Property. Declarant may, pursuant to its programs of construction, temporarily suspend or interrupt the use of Common Property. Further, the provisions and covenants set forth in Section 5 of this Declaration shall not apply to Declarant or Declarant's affiliates, designees, successors or assigns to the extent Section 5 conflicts with the rights of Declarant contained in this Section 16.10. The rights and privileges of Declarant as set forth in this Section 16.10, which are in addition to and are in no way a limit on any other rights or privileges of Declarant under any of Association Documents or the Association Act, shall terminate only upon Declarant's no longer owning any portion of the Property, or upon such earlier date as Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish any, some, or all of the aforesaid rights and

privileges. This Section 16.10 may not be suspended, superseded, or modified in any manner by any amendment to this Declaration unless such amendment is first consented to in writing by Declarant, which consent must be recorded in the public records at the same time as such amendment is so recorded. For the purposes of this Section 16.10, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct improvements upon the Property, or its successors and assigns, if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure.

Until the termination of the Developer Control Period, Declarant reserves the unilateral right to record, modify, amend, revise and add to, at any time and from time to time, one or more subdivision plats or resubdivision plats setting forth such information as Declarant may deem necessary with regard to the Property, including without limitation the locations and dimensions of the Lots, Dwelling Units, Common Property, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and set-back line restrictions without the joinder or permission of any Owner, the Association or any other Person.

The provisions of the Association Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the value of the Lots, and the protection of Declarant's rights, benefits and privileges herein contemplated and to the fullest extent permitted by the Association Act.

16.11 Disputes as to Use. If there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered with respect to such dispute shall be final and binding on all Persons concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property or any parts thereof in accordance with Section 16.10 hereof shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Association, the Owners, or any other Person.

16.12 Term, Amendment, Termination and Modification.

16.12.1 The covenants and restrictions of this Declaration shall run with the and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the Effective Date, after which time they shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by at least two thirds (2/3) of the then Members, has been recorded within the year preceding the beginning of the first or each successive period of ten years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

16.12.2 In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant shall have the right, until the termination of the Developer Control Period, in its sole discretion and by its sole act without the joinder or consent of any Person, unless provided

otherwise herein, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Declaration; provided, however, that: (a) to be valid and enforceable, any such amendment by Declarant may not be arbitrary, capricious, or in bad faith; destroy the general plan of development of the Community; prejudice the rights of existing non-Declarant members to use and enjoy the benefits of Common Property; or materially shift economic burdens from the Declarant to the existing non-Declarant members; and (b) the Association shall, forthwith but not more than ten days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

16.12.3 Except as set forth in Section 16.12.2 hereof, the process of amending or modifying this Declaration shall be as follows:

16.12.3.1 Until the termination of the Developer Control Period, all amendments or modifications shall be first approved in writing and joined by Declarant which joinder and approval may be withheld in the sole discretion of Declarant. If given, such joinder and approval must be recorded with as part of the subject amendment or modification of this Declaration.

16.12.3.2 By the vote of two-thirds of all Members, together with the approval or ratification of a majority of the Board. The aforementioned vote of Members may be evidenced by an instrument of writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the Bylaws, evidenced by a certificate of the Secretary. Amendments for correction of scrivener's errors or other defects in this Declaration may be made by Declarant alone until the termination of the Developer Control Period, and thereafter by the Board alone without the need of consent of the Owners or any other Person.

16.12.3.3 Thirty (30) days after recording an amendment to any of the Association Documents, the Association shall provide copies of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the Member upon written request to the Association. The copies and notice described in this Subsection 16.12.3.3 may be provided via Electronic Transmission to those Owners who previously consented to receive notice electronically.

16.12.3.4 Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, record any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria

or such other criteria as may be established by such mortgagee's Secondary Mortgage Market Institution purchasers; provided, however, any such amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by, as applicable, the United States Department of Housing and Urban Development, the Consumer Financial Protection Bureau, or any successor to said governmental departments or agencies.

16.12.4 Notwithstanding the other provisions of Section 16.12.3 hereof, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or any Institutional Mortgagee, under this Declaration or any other of Association Documents without the specific written approval of Declarant, the Association or Institutional Mortgagee affected thereby.

16.12.5 A true copy of any amendment to this Declaration shall be sent certified mail by the Association to the Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property that have theretofore requesting notice as provided herein. The amendment shall become effective upon the recording of same in the Public Records of the County.

16.13 Delegation and Enforcement. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board of Community Development District, from time to time and whether or not related to Declarant.

16.14 Dissolution of Association. Any Owner may petition the Circuit Court for the appointment of a receiver in the event of dissolution of the Association. If Association is dissolved, Common Property that is otherwise subject to operation and maintenance by the Association pursuant to Section 3 of this Declaration, shall be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance of operation.

16.15 Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiation settlement and agreements with a condemning authority for acquisition of the Common Property or a part thereof by any condemning authority. If the Association receives any award or payment arising from any taking of Common Property or any improvements thereon as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Property and improvements thereon to the extent deemed advisable by the Association, and the remaining balance of such net proceeds, if any, shall be retained by the Association, and used as determined by the Association.

16.16 Estoppel Certificates. Upon request, the Association, pursuant to FL. STAT §720.30851, shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate, subject to the limitations and terms of FL. STAT §720.30851, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment therein stated to have been paid. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant, no Lot or parcel may be sold or conveyed unless an

estoppel certificate pursuant to FL. STAT §720.30851 is obtained and all amounts set forth therein are paid prior to the sale or conveyance.

16.17 No Vested Rights. Each Owner by acceptance of a deed to a Dwelling irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Declarant and the Association shall have the broad right to amend this Declaration and the other Association Documents, except as limited by applicable law as it exists on the Effective Date or except as expressly set forth herein.

16.18 Doctrine of Merger. Notwithstanding the fact that as of the Effective Date, Declarant owns all of the Property, the doctrine of merger shall not operate to extinguish this Declaration or the covenants, conditions, and restrictions reserved, established, granted, or otherwise set forth herein.

16.19 Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths of all Owners prior to the payment of legal or other fees to Persons engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

16.19.1 the collection of Assessments;

16.19.2 the collection of other charges or Monetary Obligations which Owners are obligated to pay, pursuant to Association Documents;

16.19.3 the enforcement of the covenants and restrictions contained in Association Documents, including but not limited to those regarding tenants;

16.19.4 in an emergency, when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Property or to Owners;

16.19.5 defending any condemnation proceeding;

16.19.6 the enforcement of any contract duly entered by the Association; or

16.19.7 seeking compensation for physical damage to any portion of the Common Property due to the intentional or negligent acts of any Member, Owner, or third party.

16.20 Non-Liability of Declarant. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than Declarant. ALL MEMBERS AGREE TO FOREVER HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY LOSS, CLAIM, OR DAMAGE, WHATSOEVER, ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT, TORTIOUS OR OTHERWISE, ON OR ABOUT THE PROPERTY AND INVOLVING OR CONCERNING ANY PERSONS WHATSOEVER ON OR ABOUT THE PROPERTY. NEITHER THE ASSOCIATION, THE DECLARANT, THE DECLARANT'S AFFILIATES, NOR ANY SUCCESSOR OR ASSIGNEE OF DECLARANT, NOR ANY OFFICERS, DIRECTORS, SHAREHOLDERS, OR MEMBERS OF ANY OF THE FOREGOING (FOR PURPOSES OF THIS SECTION 16.20, EACH, AN "INDEMNIFIED PARTY", AND COLLECTIVELY,

"INDEMNIFIED PARTIES") SHALL IN ANY WAY EVER BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. NO INDEMNIFIED PARTY SHALL EVER BE HELD LIABLE OR RESPONSIBLE FOR ANY CLAIM, LOSS, OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY DWELLING UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE (FOR PURPOSES OF THIS SECTION 16.20, EACH A "INDEMNIFYING PARTY" AND COLLECTIVELY, THE "INDEMNIFYING PARTIES"), ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES DO NOT REPRESENT, WARRANT, OR COVENANT IN ANY WAY OR MANNER WHATSOEVER THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY OR SAFETY SYSTEMS, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE BOARD, MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY OR SAFETY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY OR SAFETY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH INDEMNIFYING PARTY ACKNOWLEDGES AND UNDERSTANDS THAT THE NONE OF THE INDEMNIFIED PARTIES ARE INSURERS AND THAT EACH INDEMNIFYING PARTY ASSUMES ANY AND ALL RISKS WHATSOEVER FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS, AND FURTHER ACKNOWLEDGES THAT NO INDEMNIFIED PARTY HAS MADE ANY REPRESENTATIONS OR WARRANTIES NOR HAS ANY INDEMNIFYING PARTY RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY OR SAFETY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY OR SAFETY MEASURES UNDERTAKEN WITHIN THE PROPERTY, IF ANY. THE CURRENT CONCEPTUAL PLANS AND/OR REPRESENTATION, IF ANY, REGARDING THE COMPOSITION OF THE COMMON PROPERTY ARE NOT A GUARANTEE OF THE FINAL COMPOSITION OF THE COMMON PROPERTY. DECLARANT HAS NO OBLIGATION OR RESPONSIBILITY TO CONSTRUCT OR SUPPLY ANY SUCH COMMON PROPERTY OF OR TO THE ASSOCIATION AND NO PARTY SHALL BE ENTITLED TO RELY UPON ANY STATEMENT CONTAINED HEREIN AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON PROPERTY TO BE OWNED, LEASED BY, OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. DECLARANT, PRIOR TO TERMINATION OF THE DEVELOPER CONTROL PERIOD, AND SUBJECT TO THE TERMS HEREOF, FURTHER SPECIFICALLY RETAINS THE RIGHT TO ADD TO, DELETE FROM, OR MODIFY ANY OF THE COMMON PROPERTY REFERRED TO HEREIN. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE DEFINITION OF "COMMON PROPERTY" AS SET FORTH IN THIS DECLARATION ARE FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, THE CURRENT CONCEPTUAL PLANS AND/OR REPRESENTATION, IF ANY, REGARDING THE NUMBER OR LOCATION OF THE ENTRANCES TO THE PROPERTY ARE NOT A GUARANTEE OF THE FINAL LOCATION OR NUMBER OF THE ENTRANCES. DECLARANT HAS NO OBLIGATION OR RESPONSIBILITY TO CONSTRUCT OR SUPPLY ANY SUCH ENTRANCES AND NO PARTY SHALL BE ENTITLED TO RELY UPON ANY STATEMENT CONTAINED HEREIN AS A

REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE ENTRANCES. THE ASSOCIATION FURTHER SPECIFICALLY RETAINS THE RIGHT TO ADD TO, DELETE FROM, OR MODIFY ANY OF ENTRANCES REFERRED TO HEREIN.

16.21 Indemnification and Exculpation.

16.21.1 Declarant Indemnification.

16.21.1.1 The Association shall defend, indemnify and hold Declarant, its directors, officers, agents and employees and the Association's Directors, Officers, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all claims, suits, actions, threatened actions, injury, loss, liability, damages, causes of action and expenses of any nature (including but not limited to any derivative action brought by the Association on behalf of any Owner) ("Indemnified Loss") which may be asserted against or incurred by the Indemnified Parties in connection with or arising directly or indirectly from any personal injury, loss of life and/or damage or encroachment to property in, about or abutting the Common Property, the Lot, or the Property, or any part thereof, directly or indirectly from any act or omission of the Indemnified Parties. The Indemnification provided in this Section 16.21 shall apply whether or not any Indemnified Party is acting in the Owner's capacity as Declarant, Director, Officer, or agent at the time any Indemnified Loss is incurred. Indemnified Losses pursuant to this Section 16.21 shall include, but not be limited to, all costs, attorneys' fees (including all appellate levels), expenses, and liabilities.

16.21.1.2 The indemnification pursuant to this Section 16.21 shall include any and all expenses that any Indemnified Party incurs to enforce its rights pursuant to this Declaration, including pursuance of an order for specific enforcement of any of the provisions, conditions, covenants or restrictions contained herein.

16.21.2 Exculpation.

16.21.2.1 Any liability of Declarant arising out of or in connection with this Declaration or the agreement for the purchase of any Lot, whether relating to a Lot, the Property or the Common Property, shall be limited solely to the cost of correcting defects in work, equipment or components furnished that were warranted in specific written warranties given by Declarant to Owners.

16.21.2.2 No Person liable by reason of this Declaration shall be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use, loss of capital, cost of substitute housing or equipment, facilities or services, or claims by third parties. Repairs or replacements by Declarant shall not interrupt or prolong the term or any written warranty or extend the obligation of Declarant to replace or repair the property warranted.

16.21.2.3 Any rights, privileges, or warranties contained herein shall not be assigned or assignable but are personal between the original Owners, or the Association and Declarant.

16.21.2.4 Each Owner by acceptance of conveyance of a Lot acknowledges that there have been no oral or implied warranties by any Declarant or any other Person affecting the Lot, the Property or the Common Property.

16.21.2.5 A conveyance of a Lot to an Owner shall supersede and render null and void any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, except for specific written warranties made by Declarant.

16.21.2.6 The directors, officers, agents and employees of Declarant or the Association shall not be subject to personal liability of any nature arising or by reason of the construction, use or sale of a Lot, the Property or the Common Property. Each Owner by acceptance of a deed to any Lot waives, on behalf of such Owner and such Owner's family, tenants, guests and invitees, any claim or right that it may have against such Person and agrees that any and all claims for liability or loss arising by reason of this Declaration, or the construction, use or sale of a Lot, the Property or the Common Property shall be against Declarant only and shall be limited by and subject to the provisions of this Declaration.

16.21.3 Indemnification of Officers and Directors. Subject to the further provisions of this Subsection 16.21.3, the Association shall indemnify and hold harmless all Officers and Directors (and members of the Violations Committee and any other committee serving at the pleasure of the Board), 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, appellate levels, and post-judgment, 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: (y) to the extent the claim or liability is covered by insurance, or (z) 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 Subsection 16.21.3 may not be amended to terminate the effect hereof as to any persons who became Officers or Directors while this Subsection 16.21.3 was effective.

[Signatures on following page]

IN WITNESS WHEREOF, this Declaration has been signed by the Declarant and the Association as of the Effective Date.

Witnessed:

This
Name: David Schack

Name: Teresa Peterson

a Certified Copy
Name: David Schack
Name: Teresa Peterson

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged before me on Nov 14, 2017, by David Schack, as Manager of Home Dynamics Silverleaf, LLC, who is personally known to me.

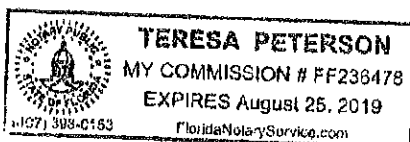


[Signature]
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged before me on Nov. 14, 2017, by Mike Hanley, as President of Silverleaf HOA, Inc., a Florida not for Profit Corporation, who is personally known to me

[NOTARY STAMP OR SEAL]



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Articles of Incorporation

This is not a certified copy

2016/01/29 12:18:35 2 /6

H160000247503

16 JAN 29 AM 10:50

SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION OF
SILVERLEAF HOA, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

ARTICLE I
NAME

The name of this corporation shall be SILVERLEAF HOA, INC. (the "Association").

ARTICLE II
DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation ("Articles") with the Florida Department of State Division of Corporations. The Association shall have perpetual existence.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in the "Association Documents" (as that term is defined in that certain Declaration of Covenants, Conditions, and Restrictions for Silverleaf, as same may from time to time be amended or supplemented (the "Declaration"), to be recorded in the Public Records of Palm Beach County, Florida). Capitalized terms used above or herein without definition shall have the same meanings given or ascribed to such terms in the Association Documents. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Association Documents or the Association Act. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Association pursuant to the Association Documents and/or the Association Act, including, but in no way limited to: (i) ownership, operation, management, administration, maintenance, repair, replacement, and insurance of the Common Property; (ii) the levy and collection of Assessments; and (iii) to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association as specified in the Association Documents and/or under the Association Act.

ARTICLE IV
PRINCIPAL OFFICE

The initial principal place of business and mailing address of the Association is 4755 Technology Way, Suite 210, Boca Raton, Florida 33431.

H160000247503

2016/01/29 12:18:35 3 /6

H160000247503

ARTICLE V
REGISTERED OFFICE AND AGENT

Alejandro Delfino, whose address is 4755 Technology Way, Suite 210, Boca Raton, Florida 33431, is hereby appointed the registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
MEMBERSHIP

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests, and limitations granted pursuant to the Association Documents, any Rules, and the Association Act.

ARTICLE VII
VOTING RIGHTS

A Member's right to vote in Association matters shall vest as set forth in the Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the terms, conditions, restrictions, and limitations provided in the Association Documents.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board, who shall be appointed or elected pursuant to the provisions of the Declaration and the Bylaws. The number of Directors constituting the Initial Board shall be two (2). The names and addresses of the persons who are to act in the capacity of Initial Directors until the election and qualification of their successors as provided in the Declaration and the Bylaws are:

Name:

Address:

Carlos Lopez

4755 Technology Way
Suite 210
Boca Raton, Florida 33431

Alejandro Delfino

4755 Technology Way
Suite 210
Boca Raton, Florida 33431

H160000247503

2016/01/29 12:18:35 4 /6

H160000247503

ARTICLE IX
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the Declaration and the Bylaws. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Name/Office:

Address:

Carlos Lopez/President

4756 Technology Way
Suite 210
Boca Raton, Florida 33431

Alejandro Delfino/Vice
President

4755 Technology Way
Suite 210
Boca Raton, Florida 33431

Dana Kittredge/Secretary

4755 Technology Way
Suite 210
Boca Raton, Florida 33431

Steve Lebel/Treasurer

4755 Technology Way
Suite 210
Boca Raton, Florida 33431

ARTICLE X
AMENDMENT

These Articles may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

ARTICLE XI
BYLAWS

The Initial Bylaws shall be adopted by the Board and may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

H160000247503


2016/01/29 12:18:35 5 /6

H160000247503

ARTICLE XII
INCORPORATOR

The name and address of the Incorporator of the Association is: Thomas E. Streit, Esquire, Akerman LLP, 777 South Flagler Drive, Suite 1100, West Palm Beach, Florida 33401.

IN WITNESS WHEREOF, the undersigned has signed these Articles this 28th day of January, 2016.


Thomas E. Streit

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 JAN 29 AM 10:50

H160000247503

2016/01/29 12:18:35 5 /6

H160000247503

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent for Service of Process ("Certificate") in designation of the registered office and registered agent in the State of Florida.

SILVERLEAF HOA, INC., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 4755 Technology Way, Suite 210, Boca Raton, Florida 33431, has named Alejandro Delfino, located at the above-registered office, as its registered agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

Having been named as registered agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as registered agent for the above-stated corporation, and agree to comply with the provisions of all laws applicable to the performance of such office.

Alejandro Delfino

Dated: JANUARY 25, 2016

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 JAN 29 AM 10:50

H160000247503

Division of Corporations

Page 1 of 2

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H16000024750 3)))



H160000247503ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : AKERMAN LLP - BOCA
Account Number : I20100000049
Phone : (561) 368-2151
Fax Number : (561) 368-4668

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: Kera.drachta@akerman.com

FLORIDA PROFIT/NON PROFIT CORPORATION
SILVERLEAF HOA, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$78.75

JAN 29 2016

S. PRATHER

Electronic Filing Menu

Corporate Filing Menu

Help

EXHIBIT "B"

Bylaws

This is not a certified copy

**BYLAWS
OF
SILVERLEAF HOA, INC.,
a corporation not-for-profit organized under the laws of the State of Florida**

- 1. Identity; Seal.** These are the Bylaws of SILVERLEAF HOA, 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 residential real estate project known as SILVERLEAF located in Palm Beach County (the "Property"). Any 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.
- 2. Definitions.** Unless otherwise indicated to the contrary, all capitalized terms used herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions, Easements and Restrictions for Silverleaf (the "Declaration").
- 3. Member Meetings.**
- 3.1 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 Owners in advance thereof. Failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Directors, the Officers, or the Association.
- 3.2 Special Meeting.** Special meetings of the Members may be called by any one of the following persons or groups: (a) the President; (b) a majority of the Board of Directors; (c) prior to termination of the Developer Control Period, Members representing at least fifty percent (50%) of total voting interests of the Association; (d) after termination of the Developer Control Period, Members representing at least ten percent (10%) of total voting interests of the Association; or (e) Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.
- 3.3 Notice of Meeting; Waiver of Notice.** The Association shall give all Owners and Members actual notice of all membership meetings, which shall be mailed, delivered, or Electronically Transmitted not less than 10 days prior to the meeting. Evidence of compliance with this 10-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or Electronically Transmitting the notice of any meeting, the Association may, by reasonable Rules, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable

television system serving the Community. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. Neither the affairs transacted nor the purpose of the meeting need be specified in the waiver. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the Meeting, the time of the Meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the Meeting, any such objection or objections to the transaction of affairs.

A meeting of the Members must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the Meeting.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a lower number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member 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.
- 3.5 Majority Vote. Unless otherwise provided in the Association Documents with regard to a higher or lower percentage of voting interests required to approve a specific action of the Members, in which case said higher or lower percentage shall govern with regard to the approval of any such action, decisions that require a vote of the Members shall be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.
- 3.6 Multiple Owners. When any Lot entitling an Owner to membership in the Association is owned of record in the name of more than one person, party, or entity, whether such persons or entities own said Lot as fiduciaries, joint tenants, tenants in common, tenants in partnership, partners, or in any other manner of joint or common ownership, or if two or more persons, parties, or entities aforesaid or otherwise shall have the same fiduciary relationship or rights respecting the same Lot, then unless the Instrument, document, or order appointing them or creating the subject tenancy or relationship otherwise directs and it or a copy thereof is filed with the Secretary or has been recorded in the Public Records of the County, such Owner shall: (i) select one official representative to represent such Lot ("Representative"), which Representative shall be the only person, or party, or entity with the right to exercise any rights of membership in the Association with respect to such Lot, including, but not limited to, voting with respect to such Lot; and (ii) shall notify the Secretary in

writing of the Representative's name and of any change in same as it occurs. The vote of each Representative shall be considered to represent the will of all the Owners of the subject Lot. In the circumstance of such common or joint ownership or rights, if the Owners fail to properly designate a Representative, then the Association may accept the person, party, or entity asserting the right to vote on behalf of the subject Lot as the voting Owner, until notified to the contrary by the other person(s), party(ies), or entity(ies) that also make up the Owner. Upon such notification no Owner of said Lot may vote until the Owner appoints its Representative pursuant to this subsection. If a Lot is owned by a trust or in the name of a trustee, the trustee shall be deemed by the Association to have the authority to vote on behalf of the Owner.

3.7. Proxies. A proxy may be made by any Member entitled to vote. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

3.8. Electronic Voting. Provided the Board first passes a resolution authorizing same, which resolution must: provide that Members receive notice of the opportunity to vote through an online voting system; must establish reasonable procedures and deadlines for Members to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent, then the Association may conduct elections and other membership votes through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met: (1) the Association provides each Member with: (a) a method to authenticate the Member's identity to the online voting system; (b) a method to confirm, at least 14 days before the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and (c) a method that is consistent with the election and voting procedures in these Bylaws; and (2) the Association uses an online voting system that is: (i) able to authenticate the member's identity; (ii) able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit; (iii) able to transmit a receipt from the online voting system to each member who casts an electronic vote, (iv) able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors); and (v) able to store and keep electronic ballots accessible to election officials for recount, inspection, and review. A Member voting electronically pursuant to this paragraph shall be counted as being in attendance at the meeting for purposes of determining a quorum. Written notice of a meeting at which the board resolution regarding online voting will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously on Association property at least 14 days before the meeting. Evidence of compliance with the 14-day notice requirement

must be made by an affidavit executed by the person providing the notice and filed with the Official Records of the Association. A Member's consent to online voting is valid until the Member opts out of online voting pursuant to the procedures.

3.9 Adjourned Meetings. Adjournment of an annual or special meeting of the Members to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2) of the Association Act. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under FL. STAT. §607.0707, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date

3.10 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.

3.11 Minutes of Meeting. Minutes of all meetings of the Members must be maintained in written form or in another form that can be converted into written form within a reasonable time.

- 3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors may adopt reasonable Rules governing the taping of meetings of the Membership.

4. Directors.

- 4.1 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.

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.

- (d) All Members of the Association shall be eligible to serve on the Board of Directors, and a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

- 4.2 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 Directors.
- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Property who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

- 4.3 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.

- 4.4 Organizational Meeting. The organizational meeting of the Directors shall occur within ten (10) days after the formation of the Association with the State of Florida.

4.5 Board Meetings.

(a) A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. A meeting of the Board must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting. The provisions of this subsection shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of Association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

(b) Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Community, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, if there are more than 100 Members, notice for each Board meeting may be by means other than posting or mailing, including, but not limited to, publication of notice, provision of a schedule of Board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically in the Community, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required hereunder. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice by Electronic Transmission shall be permitted as stated in the Declaration.

(c) Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written Rules expanding the right of Members to speak and governing the frequency, duration, and other manner of member statements, which Rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a Board committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

(d) An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered or at which amendments to Rules regarding parcel use will be considered must be mailed, delivered, or Electronically

Transmitted to the Members and parcel owners and posted conspicuously on the Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

(e) Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

(f) If 20 percent of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement pursuant to Subsection (d) above. Each Member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the Meeting, the Board is not obligated to take any other action requested by the petition.

- 4.6 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 and special meetings shall be given to each Director at least three (3) days prior to the meeting, personally, by mail, by telephone, or Electronically Transmitted
- 4.7 Special Meetings. Except as provided in Subsection 4.6(f) of this Bylaws, until termination of the Developer Control Period, Special meetings of the Directors may only be called by the Declarant or the President. Thereafter, special meetings of the Directors may be called by: (a) the Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act; (b) the President; and (c) the President or Secretary at the written request of two-thirds (2/3rds) of the Directors.
- 4.8 Waiver of Notice. Notice of a meeting of the Board need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. Directors younger than 18 years of age may not be counted toward a quorum. 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. A Director who is present at a meeting of the Board or a committee of the Board when corporate action is taken is deemed to have assented to the action taken unless: (a) the Director objects, at the beginning of the meeting or promptly upon his or her arrival, to holding the meeting or transacting specified affairs at the meeting; or (b) the Director votes against or abstains from the action taken.

4.10 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors

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

4.12 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.

4.13 Minutes of Meetings. Minutes of all meetings of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at Board meeting must be recorded in the minutes.

4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors may adopt reasonable Rules governing the taping of meetings of the Board of Directors.

4.15 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 Directors or Officers elected or appointed by Declarant) shall constitute a written resignation of such Director or Officer.

Official Records.

5.1 Section 720.303(4) of the Association Act defines the "official records" of the Association. The official records shall be made available to an Owner for inspection within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community or, at the option of the Association, by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. An Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device. From time to time, the Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, official records to be inspected, and manner of inspections by the Owners, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one 8-hour business day per month. From time to time, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The Association may charge up to 25 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members. Notwithstanding the foregoing, the following official records are not accessible to Members or Owners:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(b) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot or parcel within the Community.

(c) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.

(d) Medical records of Owners or Community residents.

(e) Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Lot or parcel designation, mailing address, and property address of the Lot or parcel. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to the Owners a directory containing the name, parcel address, and telephone number of each Owner. However, an Owner may exclude his or her telephone number from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

(f) Any electronic security measure that is used by the Association to safeguard or protect data, including passwords.

(g) The software and operating system used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

5.2 The Association or its authorized agent is not required to provide any prospective purchaser, lienholder, Member, or, with information about the residential subdivision, Community, or the Association other than information or documents required by Chapter 720 of the Florida Statutes to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, Member, or Owner, or the current Owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser, lienholder, Member, or Owner, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with the response.

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

6.1 Budget.

(a) Budget and Reserve Fund Contribution. The Board shall annually prepare the Budget setting sets out the Association's annual operating expenses, which Budget must: (i) reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year; (ii) set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant, or another person or entity; (iii) include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible, including, but not limited to, the Common Property; and (iv) comply with FL. STAT. §720.303(6)(a) and (b), taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost to be incurred by the Association, and shall establish a reserve fund for such anticipated expenditures. The Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Budget, with respect both to amount and timing of Individual Lot Assessments over the period of the Budget. The reserve funds required, if any, shall be fixed by the Board and included within and distributed with the Budget and any applicable notice of Individual Lot Assessments. Any reserve funds established by the Board shall be held in an interest-bearing account or investments. The first Budget promulgated or adopted by the Declarant on behalf of the Association must designate therein the components for which reserve accounts and funds may be used.

(b) Adoption of Budget. The Association shall mail to each Member a copy of the Budget and projected Individual Lot Assessments approved by the Board to be levied for the next Fiscal Year at least thirty (30) days prior to the end of the Association's current Fiscal Year. The Budget and Individual Lot Assessments set forth therein shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed Budget and Individual Lot Assessments are mailed to the Members. To be effective, the disapproval of the proposed Budget and Individual Lot Assessment must be by a vote of two-thirds (2/3) of the membership voting interests, without regard to membership class. If the membership so disapproves the Budget for the succeeding year, or if the Board fails to propose a Budget or the Individual Lot Assessments, then the Budget and Individual Lot Assessments for the preceding year shall continue in effect until a new Budget with Individual Lot Assessments is determined or adopted.

(c) Allocation of Individual Lot Assessments Among Lots. The Budget and Individual Lot Assessments of the Association shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. At the discretion of the Board, the Individual Lot Assessments for any year may be paid by Owners in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments, due and payable by the first (1st) day of January and July of each year; or in quarterly installments, due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of each year. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Individual Lot Assessments upon default in the payment of any installment thereon or any other Assessment due hereunder. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Individual Lot Assessments for any year shall be due and payable by January 1 of such year. Any Individual Lot Assessments not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid

by the fifteenth (15th) day of January, April, July, and October, if allowed to be paid quarterly, or on the fifth (5th) day of any month, if allowed to be paid monthly, shall be considered delinquent.

6.2 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 Property or other Association property, maintenance services furnished at the expense of an Member, other services furnished for the benefit of an Member and fines and damages and other sums due from such Member.

6.3 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.

6.4 Accounting Records and Reports. The financial and accounting records of the Association shall be (a) kept according to good accounting practices; and (b) kept and maintained as required under the Association Act. Annually, within 60 days after the end of the Association's Fiscal Year, the financial report required by Section 720.3086 of the Association Act must be prepared and distributed, via Electronic Transmittal, or otherwise to the Members.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of all Board and Member meetings when not in conflict with the Declaration, the Articles or these Bylaws.
8. Amendments. These Bylaws may be changed, amended or modified at any time and from time to time, by the Members or the Declarant, in the same manner as the Members or Declarant may change, amend, or modify the Declaration, as set forth in the Declaration.
9. 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.
10. 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.

The foregoing was adopted as the Bylaws of SILVERLEAF HOA, INC., a corporation not for profit under the laws of the State of Florida, by a written action of the Board of Directors by unanimous consent effective the 15 day of NOVEMBER, 2017.

Certified:

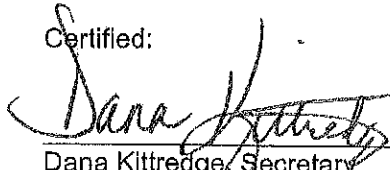

Dana Kittredge, Secretary

EXHIBIT "C"

The Property

All of Lantana Farms P.U.D., according to the plat thereof recorded in Plat Book 124, Page 160-163, Public Records of Palm Beach County, Florida.

This is not a certified copy