Record and return to:
Gary D. Fields, Esq.
LAW OFFICE OF GARY D. FIELDS
Admiralty Tower - Suite 900
4400 PGA Boulevard
Palm Beach Gardens, FL 33410

CFN 20060169361
OR BK 20089 PG 1961
RECORDED 03/23/2006 08:27:01
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1961 - 1964; (4pgs)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WYNDHAM VILLAGE

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Wyndham Village (hereinafter referred to as the "Declaration"), was recorded in Official Records Book 12479, Page 1868, of the Public Records of Palm Beach County, Florida, affecting certain real property legally described as:

> **Oakwater Place, Oakwater Drive, Gembrook Court, and Isleworth Court; Tract OS-1, Block A; Lots 1 through 192, Block A; inclusive, as all are shown on Madison Green - Plat No. 1, Parcel "A", Parcel "H" and Parcel "K" Replat, as recorded in Plat Book 90, Pages 17 through 27, of the Public Records of Palm Beach County, Florida;**

and

WHEREAS, the Declaration provides for amendment of the Declaration, as set forth herein.

NOW THEREFORE, Article 13 is hereby amended to read in its entirety as follows:

"**ARTICLE 13**
RENTAL RESTRICTION

1. All lease applications must be first submitted to Wyndham Village Management for approval by the Board. Requests for lease approvals must be sent to the Association no later than 2 weeks before lease commencement date.

2. A prudent property owner, who wishes to lease their property, must be familiar with all lease requirements and restrictions and not enter into any lease agreement or renewal without first verifying the rental ceiling for the Association.

3. No lease shall be less than 12 months.

4. No lot may be leased more than once in any 12 months.
   - Seasonal leases are not permitted

5. There is an Administration fee of $175.00 per lease per year to cover cost for the Management Company to process the application.

6. A Security Deposit of $1,000.00 must be deposited with the Association, which sum may be used by the Association to cure any damages caused to the Association property related to the tenancy, and/or to pay any shortfall in funds owed to the Association by the unit owner or tenant.

7. No more than 10% of the properties at Wyndham Village may be rentals. This is the rental ceiling for the Association.

8. Ownership of no less than one year is required before a property at Wyndham Village may be leased.

9. Lease Requirements;

    1. Credit check on renter(s) must be submitted by the property owner.
        a. Credit scores lower than 550 should not be considered unless it was because of medical bills.
        b. Credit scores between 550 -600 may be considered with satisfactory explanation.
        c. Renter is required to purchase "Declarations of Covenants, Restrictions and Easements".
    2. A national criminal history check must be submitted by the property owner on all adults intended to reside in the property.
        a. Lease may be denied if any proposed tenant has been convicted as a sexual predator
    3. The credit and criminal check process must be repeated every year on renewal leases.
        a. A renewal may be denied if three or more resident complaints from three different owner-residents are received within the past lease period.
        b. A renewal may be denied if three or more violations are noted in writing by the Property Manager during the lease period.
    4. The property owner is required to produce a contract from a landscaper to maintain the landscaped property per Wyndham Village restrictions and Covenants.
    5. Property owner is required to produce contact information for the individual or company responsible to install hurricane shutters once a "Hurricane Watch" has been posted for the area.

6. Property owner agrees to reimburse the Association for any monies spent to correct the deficiencies to the property in regards to landscaping and shutters per section a or b.
7. The property owner must provide written notification to the Manager for the Association when there is a change in tenants.
8. The property owner must provide the Association with the full names, birth dates and social security numbers of all new adult tenants, and their valid driver licenses numbers. A copy of the valid driver license or a copy of a valid Passport may be in lieu of the Social Security number.
9. The property owner must provide the Association with a copy of the signed lease, which allows the Association to reference the documents should the association need to clarify any issue with the renter.
10. The property owner may appeal any denial of a lease by doing so in writing to the attention of the Wyndham Village HOA Board of Directors."

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration are hereby reaffirmed.

It is hereby certified that the foregoing First Amendment to Declaration was approved by members holding not less than 75% of the votes of the membership present, in person or by proxy, at a duly called meeting of the Association, pursuant to Section 14.05 of the Declaration.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this First Amendment to Declaration this 14th day of DECEMBER 2005.

WYNDHAM VILLAGE HOMEOWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation

By: _____
VERNON HETHERINGTON, President

Witnesses:

Jon Napoli
(signature)
Jon Napoli
(printed name)

Josephine Melnick
(signature)
Josephine Melnick
(printed name)

(signature)

(printed name)

(signature)

(printed name)

Attest: _____, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2005 by _____, as President, and _____, as Secretary, respectively, of WYNDHAM VILLAGE HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced _____ as identification and who did take an oath.

Notary Public
State of Florida
My Commission Expires:

(Notary Seal)

YADIRA COX
Comm# DD0280072
Expires 1/8/2008
Florida Notary Assn., Inc

Return to:
W/C # 108

ders Title
100 West Copans Road
Suite 600
Margate, Florida 33063

Attn: Kerry Binnie

Apr-24-2001 09:22am 01-155623
ORB 12479 Pg 1868

DECLARATION OF COVENANTS,

RESTRICTIONS AND EASEMENTS FOR

WYNDHAM VILLAGE

Dated: April 19th, 2001

Prepared By:

Michael D. Joblove, Esq.
GENOVESE LICHTMAN JOBLOVE & BATTISTA
Bank of America Tower
36th Floor
100 S.E. Second Street
Miami, Florida 33131

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WYNDHAM VILLAGE

TABLE OF CONTENTS

Page

Article 1: DEFINITIONS

1.01 Affiliate 2
1.02 Articles 2
1.03 Assessment(s) 2
1.04 Association 2
1.05 Board of Directors or Board 2
1.06 Bylaws 2
1.07 City 2
1.08 Common Assessment(s) 2
1.09 Common Expenses 2
1.10 Common Properties 3
1.11 County 3
1.12 Declarant 3
1.13 Declaration 3
1.14 Family 3
1.15 Guaranty Period 3
1.16 Improvement(s) 3
1.17 Individual Assessments 4
1.18 Institutional Mortgage 4
1.19 Institutional Mortgagee 4
1.20 Lot 4
1.21 Management Company 4
1.22 Master Association 4
1.23 Master Covenants 4
1.24 Members 4
1.25 Notice and Hearing 4
1.26 Notice of Lien 5
1.27 Owner 5
1.28 Person 5
1.29 Property 5
1.30 Property Plan 5
1.31 Project 5

1.32 Residential Property 5
1.33 Rules 5
1.34 Special Assessment 5
1.35 Supplemental Declaration 6

Article 2: OWNER'S PROPERTY RIGHTS; EASEMENTS

2.01 Owner's Easements of Enjoyment 6
2.02 Delegation of Use 7
2.03 Waiver of Use 8
2.04 Title to the Common Properties 8
2.05 Access 8
2.06 Utilities 8
2.07 Declarant 8
2.08 Service 8
2.09 Lot Line Encroachments 9
2.10 Association 9
2.11 Execution 9
2.12 Drainage Easement 9

Article 3: MEMBERSHIP IN ASSOCIATION

3.01 Membership 10
3.02 Co-Ownership of Lots 10

Article 4: VOTING RIGHTS

4.01 Classes of Voting Membership 10
4.02 Declarant Control of Board; Turnover 11

Article 5: FUNCTIONS OF THE ASSOCIATION

5.01 Through Board Action 11
5.02 Required Services 12
5.03 Authorized Services 13
5.04 Surface Water Management and Drainage 14
5.05 Actions by Association 15

Article 6: COVENANT FOR ASSESSMENTS

6.01 Obligation for Assessments 15
6.02 Common Assessments 16

	6.03	Amount of Common Assessments; When Payable	16
	6.04	Declarant Guaranty of Assessments	16
	6.05	Individual Assessments.	17
	6.06	Special Assessments	17
	6.07	Notice for any Special Assessment	18
	6.08	Proportionate Share of Assessment	18
	6.09	Financial Reports	18
	6.10	Assessment Roster and Notices	18
	6.11	Due Dates for Special or Individual Assessments	18
	6.12	Working Capital Contribution	19
Article 7:		EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION	
	7.01	Effect of Non-Payment of Assessments; Remedies of the Association	19
	7.02	Notice of Lien	20
	7.03	Subordination of the Lien to Institutional Mortgages	20
	7.04	Foreclosure Sale	21
	7.05	Curing of Default	21
	7.06	Cumulative Remedies	21
Article 8:		RIGHTS OF INSTITUTIONAL MORTGAGEES	
	8.01	General Lender Rights	21
	8.02	Financial Statement	21
	8.03	Amendments	22
	8.04	Additional Lender Rights	22
Article 9:		MAINTENANCE AND REPAIR OBLIGATIONS	
	9.01	Maintenance Obligations of Owners	22
	9.02	Maintenance Obligations of Association	23
Article 10:		USE RESTRICTIONS	24

Article 11: DAMAGE OR DESTRUCTION TO COMMON PROPERTIES 26

Article 12: INSURANCE

12.01 Common Properties 27
12.02 Replacement or Repair of Project 27
12.03 Waiver of Subrogation 27
12.04 Liability and Other Insurance 27

Article 13: RENTAL RESTRICTION

13.01 Approval 28
13.02 Deposit 28

Article 14: GENERAL PROVISIONS

14.01 Enforcement 29
14.02 Severability 30
14.03 Term 30
14.04 Interpretation 30
14.05 Amendments 30
14.06 No Public Right or Dedication 31
14.07 Constructive Notice and Acceptance 31
14.08 Notices 31
14.09 No Representations or Warranties 31
14.10 Declarant Exemption 32
14.11 Information 32
14.12 Madison Green 32
14.13 Assignability of Declarant's Rights 32
14.14 Cable Television and Telecommunication Rights of Declarant ... 32
14.15 Priority of Documents 33

Article 15: ARCHITECTURAL CONTROL

15.01 Architectural Standards/Board Approval 33
15.02 Liability of the Board 33
15.03 Declarant's Exemption 33
15.04 Master Association Approval 34

EXHIBITS

A - Legal Description of Property

B - Legal Description of Lots

C - Legal Description of Common Properties

D - Articles of Incorporation

E - Bylaws

F - Property Plan

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WYNDHAM VILLAGE

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WYNDHAM VILLAGE ("Declaration") is made this 19 day of April, 2001, by MINTO COMMUNITIES, INC., a Florida corporation, its successors and assigns, (hereinafter referred to as the "Declarant").

RECITALS:

A. Declarant owns certain real property located in Palm Beach County, Florida (hereinafter defined as the "Property"), which is more particularly described on Exhibit "A" attached hereto, and is graphically described on the "Property Plan" (as hereinafter defined) attached hereto as Exhibit "F."

B. Declarant is developing the Property as part of "Madison Green", a planned residential community (hereinafter defined as the "Project").

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

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

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

ARTICLE 1
DEFINITIONS

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

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

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

1.04 "Association" shall mean and refer to Wyndham Village Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

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

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

1.07 "City" shall mean the Village of Royal Palm Beach, Florida, including all of its agents, divisions, departments, attorneys or agents employed to act on its behalf.

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

1.09 "Common Expenses" shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties, including reserves for the foregoing to the extent adopted as part of the Association's budget, as provided in the Bylaws, including, without limitation: (a) unpaid Assessments; (b) the costs of any and all commonly-metered utilities, and other commonly-metered charges for the Common Properties; (c) costs of management, operation and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other agents, employees, or independent contractors; (d) costs of all gardening and other services benefiting the Common Properties, including any recreational facilities which may be thereon; (e) costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with the Association or the Common Properties; (f) costs of

bonding the members of the Board and the "Management Company" (as hereinafter defined); (g) taxes paid by the Association, including real property taxes for the Common Properties, if any; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; (i) costs required to be paid for landscaping and road maintenance required by the City and (j) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, duties delegated by the Master Association, the Association's rights or duties hereunder, and/or for the benefit of the Owners or the Property.

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

1.11 "County" shall mean and refer to Palm Beach County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

1.12 "Declarant" shall mean and refer to Minto Communities, Inc., a Florida corporation, presently having its principal place of business in Broward County, Florida, and any assignee of Declarant's rights hereunder in accordance with Section 14.13 hereof.

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

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

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

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

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

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

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

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

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

1.22 "Master Association" shall mean and refer to Madison Green Master Association, Inc., a Florida corporation not for profit.

1.23 "Master Covenants" shall mean and refer to the Declaration of Covenants Restrictions and Easements for Madison Green dated June 27, 2000, recorded on July 6, 2000, in Official Records Book 11879, at Page 1143, of the Public Records of the County, as amended from time to time.

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

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

1.26 "Notice of Lien" shall mean and refer to the notice described in Section 7.02 hereof.

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

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

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

1.30 "Property Plan" shall mean and refer to the graphic rendering of the Property attached hereto as Exhibit "F."

1.31 "Project" shall mean and refer to the entire planned residential community known as "Madison Green", as such lands may be modified from time to time pursuant to the Master Covenants.

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

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

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

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

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

ARTICLE 2
OWNER'S PROPERTY RIGHTS; EASEMENTS

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

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

B. The right of the Association to establish Rules pertaining to the use of the Common Properties, and the right and obligation of the Association to enforce all parking and other restrictions within the Village.

C. The Common Properties shall not be used for "private events" (i.e., functions to which all Members are not invited and in good faith encouraged to attend), except that the Board may in its discretion establish Rules to permit portions of the Common Properties to be used for private parties by Owners at reasonable times and under reasonable circumstances.

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

E. The right of the Association to suspend the right of an Owner to use the Common Properties (except means of ingress and egress) for any Owner, except Declarant or an Affiliate, for: (i) any period during which any Assessment against an Owner's Lot remains unpaid and delinquent; and (ii) a period not to exceed thirty (30) days for any other single infraction of this Declaration or the Rules of the Association, provided that any

suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after notice and the opportunity for a hearing as provided in the Bylaws.

F. The right of the Association to dedicate, grant, release, convey, alienate or transfer all or any part of the Common Properties to any public agency, authority, utility or private party or entity. No such dedication, grant, release, conveyance, alienation or transfer shall be effective unless approved by Members entitled to cast at least two-thirds of the votes of Members in the Association, except the granting of non-exclusive easements to public agencies or public utilities, including cable television and other telecommunication services, or for private purposes which do not materially adversely affect the rights of Owners to enjoy the Common Properties (as determined in the reasonable discretion of the Board), may be made by the Board without approval of the Members.

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

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

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

J. The rights of the Master Association and its members as set forth in the Master Covenants.

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

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

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

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

2.04. Title to the Common Properties. After all Improvements anticipated to be constructed in the Project have been constructed and conveyed to purchasers, or sooner at the option of Declarant, Declarant shall convey to the Association the fee simple title to the Common Properties and the Association shall accept said conveyance. Declarant, and thereafter the Association, shall hold title to the Common Properties for the benefit of those Persons entitled to use same under the provisions hereof. Declarant may mortgage the Common Properties to finance the original development and construction thereof, provided that the Common Properties shall be free and clear of all mortgages at the time of conveyance to the Association, and the Association shall not be liable for payment of the debt secured by such mortgage(s).

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

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

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

2.08. Service. Declarant hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, telecommunications services and other utilities authorized by Declarant to service the Property, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties and the

Lots for the purposes of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration.

2.09. Lot Line Encroachments. Certain dwellings and other Improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, roof overhangs, gutters, or fences may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line between the Lot upon which said dwelling is located and an adjoining Lot. In all such cases, said adjoining Lot shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching Improvement, including meter reading. As to each Lot, easements are granted to the adjoining Lot for the use and enjoyment of open space, landscaping irrigation and related purposes over any off-set areas between the Lot line and the outside face of the building wall. However, no exercise of any such easement and appurtenant rights created pursuant to this Section 2.09 shall unreasonably interfere with the use of the Lot subject to same. Any easements and rights granted pursuant to this Section 2.09 shall survive any termination of this Declaration.

2.10. Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder. These easements shall include an easement in favor of the Association, including its agents and contractors, for the purpose of providing irrigation to any and all portions of each Lot pursuant to a common scheme which may be determined by the Association from time to time. The Common Properties and Lots will be subject to such non-exclusive easements for utilities, including, but not limited to, water, sewer, telephone, drainage, electric, cable television, and other telecommunication services as may be reasonably required to properly and adequately serve the Property or other portions of the Project as it exists from time to time.

2.11. Execution. If and to the extent that the creation of any of the easements described in this Article 2 requires the joinder of Owners, then Declarant may, by its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments required. The Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal agent or attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article 2 shall recite that it is made pursuant to this Article 2.

2.12 Drainage Easement. Declarant hereby reserves to itself and grants to the Association and the Master Association a perpetual non-exclusive easement across the rear 4 1/2 feet of each Lot to perform all services necessary to maintain and insure proper drainage, and to allow for proper drainage. Fencing, landscaping and other structures may be constructed across this easement

property, as long as they do not impede drainage flow, adversely affect Lots, and are otherwise in conformance with the requirements of the Project Documents.

ARTICLE 3
MEMBERSHIP IN ASSOCIATION

3.01. Membership. Every Owner of a Lot, and Declarant, shall be a Member of the Association (hereinafter referred to as "Membership"). Membership in the Association, except for Membership of Declarant, shall be appurtenant to and may not be separated from the Lot. Except as to Declarant, ownership of a Lot shall be the sole qualification for Membership in the Association. Declarant shall be a Member of the Association until the date on which Declarant ceases to own any portion of the Property.

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

ARTICLE 4
VOTING RIGHTS

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

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

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

(1) January 1, 2030; or

(2) the date on which Declarant ceases to own any portion of the Property; or

(3) termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership; or

(4) such earlier time as may be required by law. In the event that the Class B Membership is terminated pursuant to this subsection (4), the Developer shall be entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least 5% of the Lots.

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

4.02 Declarant Control of Board; Turnover. So long as there shall be a Class B membership as set forth in the Declaration, vesting voting control of the Association in Declarant, Declarant shall have the right to appoint and replace all Directors and Officers; provided, however, upon the sale and transfer by Declarant of ninety-six (96) Lots to Owners other than Declarant, the Members, other than Declarant, shall be entitled to elect, at a meeting of Members, one (1) Director to the Board. Upon the election of such Director by Members other than Declarant, Declarant shall designate one of the three (3) Directors appointed by it to resign. This procedure is intended to give Members other than the Declarant a non-controlling minority voice in the operation of the Association so as to (i) allow direct input from non-Declarant Members and (ii) to promote the ability of non-Declarant Members to manage the Association, in anticipation of turnover.

ARTICLE 5
FUNCTIONS OF THE ASSOCIATION

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

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

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

B. The Owner shall be responsible for the maintenance of the drainage, landscaping and irrigation system for his or her Lot together with (i) any property from the rear or side Lot line to the edge of any adjacent water surface (e.g., lake or canal), (ii) any property from the rear or side Lot line to the Common Properties (or Master Common Areas as defined in the Master Covenants), through to and including the interior side of the rear or side hedge, (iii) any property from the front or side Lot line to the adjacent road or street, and (iv) any property from the rear or side Lot line to the adjacent golf course. No Owner shall be permitted to move, alter, or otherwise modify, any of the irrigation facilities, whether located on Common Properties or Master Common Areas or on any Lot, without the prior written consent of the Board with respect to the Common Properties or any Lot, and the Board of the Master Association with respect to Master Common Areas. Any alteration to the irrigation system must be performed by an Association approved party (or Master Association approved party with respect to Master Common Areas). None of the Association, Master Association, or Declarant shall at any time be liable for any loss or damage which may occur to any plants, trees, or similar landscaping, which the Owner has installed on the Lot due to or caused by insufficient irrigation to the Lot. The Board (or the Board of the Master Association with respect to Master Common Areas) shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties, Master Common Areas, and the Lots will be irrigated.

C. Maintenance of any and all streets, roads, driveways, parking areas, sidewalks, paths and entry features, road and drainage, including curbs, gutters, storm sewers and swales, throughout the Lots and Common Properties which have not been dedicated to the public or any governmental body, or are not the maintenance responsibility of the Master Association or Owners.

D. Payment of property taxes with respect to the Common Properties both prior to and after conveyance of same by Declarant to the Association. This provision for payment of taxes by the Association prior to conveyance of legal title is predicated upon the Members' use of and benefit from the Common Properties by virtue of easements created herein.

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

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

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

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

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

J. The Association shall not be responsible for maintenance on any Lot (except pursuant to Sections 5.02.B & C hereof), including but not limited all Improvements on the Lots.

K. Performing any and all management, operation and maintenance of portions of the Property for which the Master Association has delegated to the Association the obligation to perform such function and services, as more fully described in Sections 3.2.C. and 8.2.I. of the Master Covenants.

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

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

B. Fire protection and prevention;

C. Garbage and trash collection and disposal;

D. Conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests, and invitees;

E. Protection and security, including, but not limited to, the employment of security guards within the Property and operation of a guardhouse or electronic entrance gates. **The Declarant has assumed no responsibility to plan, provide for, or implement any kind of security measures. Moreover neither the Declarant nor the Village Association shall be held liable for injury, loss or damage by reason of their failure to provide adequate security or the ineffectiveness of any security measures undertaken.**

All Owners, including their families, tenants, guests and invitees, acknowledge that neither the Declarant nor the Village Association, nor any committee established by either, shall be liable for or insure against any injury, loss or damage suffered by any Owner, including its family, tenants, guests and invitees. All Owners, including their families, tenants, guests and invitees, acknowledge that neither the Declarant, nor the Village Association, represents or warrants that any fire protection system, burglar alarm system or other security system designated by or installed according to the Declarant's guidelines will in all cases provide the detection or protection for which the system is designed or intended. All Owners, including their families, tenants, guests and invitees, assume all risk of injury, loss or damage suffered or caused, whether to their person, or Dwelling Units (including contents thereof) and acknowledge that neither Declarant nor the Village Association has made any representations or warranties, express or implied, to any Owner, including the Owner's family, tenants, guests and invitees, concerning any security measures recommended or undertaken including any warranty of merchantability or fitness for a particular purpose relative to any fire or burglar alarm systems or other security systems recommended or installed;

F. Maintenance of electronic and other surveillance devices;

G. Such other services as are authorized in the Articles or Bylaws;

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

I. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Property.

5.04. Surface Water Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system throughout the Project, and, accordingly, may be deemed part of the "Master Common Areas," as defined in the Master Covenants. An easement is hereby created over the Property in favor of the Master Association, including its agents or other designees, for surface water drainage, for mitigation and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time. The surface water management and drainage systems shall be developed, operated and maintained in conformance with the requirements of the South Florida Water Management District, Indian Trail Improvement District, and/or any other controlling governmental authority. The Master Association may maintain

the entire surface water management and drainage system including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether or not owned by the Master Association, if required by either the Master Association or by the Indian Trail Improvement District. The Association shall have the right to limit or prohibit the use of certain fertilizers and pesticides anywhere within the Property which would adversely affect mitigation areas.

5.05. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 7 hereof, (ii) collection of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 5.05, all expenses incurred shall be deemed Common Expenses. Provided, however, that notwithstanding anything herein to the contrary, neither the Declarant nor its Affiliates shall be liable for the payment of any Assessments applicable to Lots they own which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant or its Affiliates. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.05 may not be amended.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.01. Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Individual Assessments, and (3) Special Assessments, hereinafter collectively described as the "Assessments." All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Lot and Owners thereof (except Declarant, Affiliates and Declarant and Affiliate-owned Lots) for its respective Assessments shall commence the day on which title to the Lot is conveyed by Declarant (or Affiliate) to the first purchaser thereof (other than an Affiliate) and shall be prorated from such date. Neither Declarant nor any Affiliates shall have the obligation to pay Common Assessments on models, sales offices, or Lots they own during the Guaranty Period provided for in Section 6.04. After the expiration of the Guaranty Period, Declarant or any Affiliate will pay Common Assessments on models or sales office they own, prorated from the expiration date of the Guaranty Period. Common Assessments will be due on models or sales offices completed after expiration of the Guaranty Period, from the latter of the recording of this Declaration, or the

issuance of a certificate of occupancy on the Lot, and shall be prorated from that date. In the event Declarant or any Affiliate offers for rent Lots they own, Common Assessments will be due on such Lots from the latter of the recording of this Declaration, or the issuance of a certificate of occupancy, and shall be prorated from that date. Common Assessments on any such rentals will be due both during and after the Guaranty Period. Neither Declarant nor any Affiliate shall be obligated to pay any Assessments on any unbuilt Lots or on Lots which are offered for sale or which have been sold.

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

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

6.03. Amount of Common Assessments; When Payable. At least ten (10) days prior to the beginning of each fiscal year (or within 30 days following recording of this Declaration for the balance of the then current fiscal year), the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during the coming year in performing its functions under this Declaration. The annual Common Assessment for each Lot shall equal the amount of the estimated operating budget, as adopted pursuant to the Bylaws (less any surplus or plus any deficit from prior years), divided by the total number of Lots reasonably to be expected to be paying assessments during the current year. From time to time during the fiscal year, the Board may modify the budget for the fiscal year and, upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in equal quarterly installments unless determined by the Board, from time to time, to be payable more or less frequently. The budget and Assessment procedure shall be further subject to the provisions of the Bylaws.

6.04. Declarant Guaranty of Assessments. Declarant hereby guarantees to each Owner that Common Assessments on each Lot through December 31, 2001 will not exceed $252.00 on an

annualized basis. Such guaranty shall be in effect for the period from the date of recording hereof until December 31, 2001 (the "Guaranty Period"). However, Declarant shall have the right, in its sole discretion, to extend the Guaranty Period beyond December 31, 2001 on one or more occasions by written notice to the Association. Such notice shall specify the new expiration date for the Guaranty Period and the revised amount of the annualized Common Assessment guaranty. If it has not already expired, the Guaranty Period shall automatically terminate on the date upon which Declarant shall cease to control the Association, as provided in Section 4.15 of the Bylaws. Declarant shall pay any amount of Common Expenses actually incurred during the Guaranty Period not produced by (a) Assessments at the guaranteed level receivable from Owners other than Declarant and Affiliates and (b) all other income of the Association of any kind whatsoever (including, but not limited to, interest, user fees, and income from vending machines) but excluding (i) reserves, to the extent adopted by the Board, (ii) any costs of reconstruction or repair due to casualty and not recovered as insurance proceeds, and (iii) Common Expenses which are made the subject of a Special Assessment. This Declaration is subject to any further limitations on the liability of Declarant for Assessments as are set forth in the Bylaws, including, without limitation, in paragraphs 5 and 9 thereof.

6.05. Individual Assessments. Any maintenance, repair, or replacement within the Property arising out of or caused by the willful or negligent act of an Owner, including the Owner's family, tenants, guests or invitees, shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Lot, to the extent proceeds of insurance are not collected with respect to such loss. The Association shall not be required to file an insurance claim and may charge the Owner for the full amount of the damages. Any maintenance, repair, or replacement within the Property arising out of or caused by an Owner's failure to comply with the Master Covenants (and the discharge of any lien or claim of lien arising in favor of the Declarant under the Master Covenants as a result of such failure to comply) shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Lot. Additionally, any fine imposed by the Board in accordance with the Bylaws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, Bylaws, or Rules, shall be charged to such Owner and the Owner's respective Lot as an Individual Assessment. Neither Declarant nor its Affiliates, nor Lots owned by either, shall be liable for Individual Assessments.

6.06. Special Assessments. In addition to the Common and Individual Assessments authorized above, the Board may levy, in any fiscal year, in accordance with the Bylaws, a Special Assessment on a one time basis for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital Improvement upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other extraordinary Common Expense of the Association, including shortfalls in Common Assessments; provided that any such Special Assessment in excess of Twenty-Five Thousand Dollars ($25,000.00) shall require the consent of a majority of the votes of Members present and entitled to vote, in person or by proxy, at a duly called special or annual meeting of Members. Special Assessments are not covered by Declarant's guaranty of maximum Common Assessments

set forth in Section 6.04 hereof. Neither Declarant nor its Affiliates, nor Lots owned by either, shall be liable for Special Assessments.

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

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

6.09. Financial Reports. Within sixty (60) days following the end of the fiscal year, the Board of the Association shall make available to each Owner (and to any Institutional Mortgagee that has made a written request) a complete annual statement of the Association's actual receipts and expenditures for the previous twelve (12) months. Such annual statements prepared for periods after turnover shall be reviewed and certified by an independent certified public accountant. The report may be audited, at the option of the Board. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications in accordance with Section 9.8 of the Bylaws of the Association.

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

6.10. Assessment Roster and Notices. The Association shall maintain a roster of the amount of all Assessments against each Lot, which shall be calculated in accordance with this Article 6. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner or Institutional Mortgagee. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser or the purchaser's mortgagee a certificate in writing signed by an officer of the Association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee, shall be conclusive as to the information set forth therein. The Association may charge the Owner $25.00 for each such certificate provided.

6.11. Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment shall be payable within thirty (30) days after the Owner shall have been notified

thereof, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

6.12. Working Capital Contribution. Upon the first conveyance of each Lot and completed residence to any Person, other than (i) an Affiliate, or (ii) an Institutional Mortgagee, acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Association a one-time, non-refundable sum equal to Fifty Dollars ($50.00), as a working capital contribution ("Contribution") to the Association. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds available to advance utility deposits and start-up expenses, including insurance premiums, as well as shortfalls in Common Expenses resulting from uncollected Assessments.

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

7.01. Effect of Non-Payment of Assessments; Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. Such lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' fees at all tribunal levels, late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or any greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be further required by the Board to pay a late charge equal to an amount not greater than the amount of the unpaid installment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its lien against the Lot of such Owner(s), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Assessments for the then current fiscal year

to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees and costs incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner for the enforcement of its lien; next towards interest and late charges on any Assessments or other monies due to the Association, as provided herein, and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

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

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

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

7.05. Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association but prior to a final judgment of foreclosure thereof (including payment of all delinquent principal, interest, late charges, attorneys' fees and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty Dollars ($50.00), to cover the cost of preparing and recording such release.

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

ARTICLE 8
RIGHTS OF INSTITUTIONAL MORTGAGEES

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

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

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

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

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

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

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

8.04. Additional Lender Rights. In the event that any party which has financed the construction of the Project (the "Acquiring Party") acquires title to any Lot(s) owned by Declarant (or on which Declarant held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Declarant hereunder (and under the Articles of Incorporation, By-Laws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles of Incorporation, By-Laws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Declarant (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Declarant, including the obligation to fund budget deficits, or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges (i) as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles of Incorporation, By-Laws or Rules and Regulations) and (ii) in its construction loan documents. Any holder, insurer or guarantor of a Mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Properties and receive immediate reimbursement from the Association. Any holder, insurer or guarantor of a Mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Properties or obtain, singly or jointly, new hazard insurance coverage on the Common Properties upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.01. Maintenance Obligations of Owners. Except for the duty of the Association to provide for maintenance and other services as enunciated in Section 5.02 of this Declaration, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain in a neat, sanitary and attractive condition, and to repair, replace and restore the Lot (and any property (i) between the rear or side Lot line and any adjacent lake or canal or (ii) between the rear or side Lot line and any Common Properties or Master Common Areas (as defined in the Master Covenants) through to and including the interior side of the rear or side hedge, (iii) any property between the front or side Lot

line and any adjacent street or road or, (iv) any property from the rear or side Lot line to the adjacent golf course), including all Improvements located thereon as may be subject to the Owner's control.

A. The Owner of a Lot shall maintain all exterior surfaces and roofs, facias and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including garage doors and sliding glass doors). The minimum (through not sole) standard for the foregoing shall be consistency with the general appearance of the Property as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit unless approval of the Board of Directors and the ARC of the Master Association is obtained for a different color), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

B. All lawns shall be neatly edged and all landscaping shall be maintained in good, neat and living condition. No weeds, underbrush, dead or dying trees, or other unsightly growth shall be permitted to remain on any Lot, or any other property for which Owners have maintenance obligations, and no refuse, trash, junk, or other unsightly objects shall be allowed to be placed or remain thereof (except for trash placed for normal trash pick-up no more than 24 hours prior to such scheduled pick-up).

C. In the event that any portion of such Lot or any other property for which Owners have maintenance obligations falls into disrepair or is not so maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or which otherwise violates this Declaration or ARC approvals, the Association or the Master Association with respect to Master Common Areas shall have the right, but not the duty, upon seven (7) days' prior written notice, to correct such condition and to enter upon such Lot or any other property for which Owners have maintenance obligations to make such repairs, perform such maintenance, or correct such violation. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective Lot. The Owner of such Lot shall pay promptly all amounts due for such work. Any costs and expenses of collection may be added, at the option of the Board of Directors, or Master Association Board of Directors, to the Individual Assessment.

9.02. Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, as more fully described in Section 5.02 hereof. The maintenance obligations of the Association shall include all recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings or other structures situated on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to

properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be performed in such manner as the Board shall determine, in its sole judgment, to be appropriate.

ARTICLE 10
USE RESTRICTIONS

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

A. Owners shall store personal property within their dwelling or appropriate enclosures on their respective Lots, except for outdoor furniture or play equipment maintained in good condition.

B. No unsightly articles (as determined by the Board) shall be placed or hung on the exterior portion of any Lot. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited ONLY in the areas and on the days designated by the Board. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

C. Automobiles, Commercial Vehicles and Boats - The use or storage of automobiles, commercial vehicles and boats shall be limited as set forth in Article 4.1 of the Master Covenants. The Board of Directors may promulgate Rules regarding the use and storage of vehicles. However, any such Rules must be at least as restrictive as the requirements contained in the Master Covenants.

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

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

F. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No antenna or aerial may be erected

or installed anywhere in the Property unless approved in accordance with Article 10 of the Master Covenants and Article 15 of this Declaration.

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

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

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

H. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved in accordance with Article 10 of the Master Covenants and Article 15 of this Declaration.

I. No Owner shall cause any garage on his Lot to be converted to an interior room without complying with any applicable City requirements. No such conversion shall obviate the Owner from complying with any parking or vehicle restrictions.

J. Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as approved in accordance with Article 10 of the Master Covenants and Article 15 of this Declaration.

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

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

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

N. No outdoor clothes drying areas shall be permitted in the Property, although laundry may be aired or dried from clotheslines as long as the clothesline is screened from the view of all persons except those within the Lot at which the clothesline is located.

ARTICLE 11
DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

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

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

B. If the insurance proceeds are within Fifty Thousand Dollars ($50,000.00) or less of being sufficient to effect total restoration to the Improvements on the Common Properties, then the Association shall cause such Improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners and Lots and no consent of Owners shall be required as otherwise would be the case in the event of a Special Assessment over Fifty Thousand Dollars ($50,000.00). Declarant, its Affiliates, and Lots owned by either, shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof.

C. If the insurance proceeds are insufficient by more than Fifty Thousand Dollars ($50,000.00) to effect total restoration to the Improvements on the Common Properties, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (1) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, or (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) to not rebuild and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special meeting of Members. Declarant, its Affiliates, and Lots owned by either shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof.

D. Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's family, tenants, guests and invitees, both minor and adult. The Association shall not be required to file an insurance claim and may charge the Owner for the full amount of the damages. In addition, the Association shall have the right to charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly

attributable to the damage caused by such Owner. In the case of Co-Owners of a Lot, defined in Section 3.02 of this Declaration, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

ARTICLE 12
INSURANCE

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

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

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

12.04. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverages, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. Declarant's construction lender, if any, shall be named as an additional insured under such policy. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and Management Company, from liability in

connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such directors' and officers' or errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, any officers of the Association and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their offices, membership on the Board or any committee thereof.

ARTICLE 13
RENTAL RESTRICTION

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

13.02. Deposit. At the discretion of the Association, Owners wishing to lease their Lots shall be required to place in escrow with the Association a sum in the nature of a security deposit, as determined by the Association, which may be used by the Association to repair any damage to the Common Properties or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally

liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Association, shall be returned to the Owner within thirty (30) days after the Association has been advised in writing by the Owner that the tenant and all subsequent tenants have permanently vacated the Lot. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association because of tenant's violation of this Declaration or applicable Rules. The Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such tenant for his eviction or for enforcement of this Declaration, with the Association having priority as to the full amount of its claim. Declarant and any of its Affiliates, as well as their tenants, are exempt from the provisions of this Section 13.02 with respect to any Lots leased by Declarant or Affiliate.

ARTICLE 14
GENERAL PROVISIONS

14.01. Enforcement. This Declaration, including the Articles, Bylaws and Rules, may be enforced by the Declarant, any Institutional Mortgagee, or Owner or the Association, and shall be subject to the following:

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

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

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

D. The failure of the Declarant, or the Association or any Institutional Mortgagee or Owner to enforce any of the covenants contained in this Declaration or in the

Bylaws shall not constitute a waiver of the right to enforce any other covenants or the same covenant(s) thereafter.

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

14.03. Term. Subject to the amendment provisions of Section 14.05 hereof, this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Declarant, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by 75% of the Members and 75% of the Institutional Mortgagees has been recorded terminating this Declaration. If terminated in any other manner while Declarant owns any portion of the Property, title to the Common Properties shall remain in Declarant. No prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof.

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

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

14.05. Amendments. This Declaration may only be amended (1) by the affirmative vote (at any duly called annual or special meeting of Members at which a quorum has been obtained) of Members holding not less than seventy-five percent (75%) of the votes of the Class A Membership present, and (so long as there exists a Class B Membership in the Association) the affirmative vote

of Declarant; or (2) so long as there exists a Class B Membership in the Association, by act (with or without a meeting or notice) of Declarant alone. However, no amendment shall be permitted which has a material adverse affect upon rights of Declarant or an Institutional Mortgagee without the prior written consent of Declarant or such Institutional Mortgagee, as appropriate. Nothing contained herein shall affect the right of Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. This Section 14.05 may not be amended.

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

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

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

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

14.09. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY OR THE PROJECT, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, OR IN CONNECTION WITH ANY SERVICES PERFORMED OR CONTRACTED FOR PURSUANT TO ARTICLE 5 HEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY DECLARANT TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BY LAW.

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

14.11. Information. The Association shall make available for inspection to Owners and Institutional Mortgagees, upon request during normal business hours, and within the time period required by applicable law, current copies of this Declaration, the Articles, Bylaws, or any Rules concerning the Project, together with the books, records, and financial statements of the Association.

14.12. Madison Green. Declarant has caused to be recorded that certain Declaration of Covenants, Restrictions and Easements for Madison Green, dated June 27, 2000, recorded on July 6, 2000, in Official Records Book 11879, at Page 1143 (previously defined as the "Master Covenants") in the Public Records of the County. Article 2 of the Master Covenants provides that the Property may be subjected to the Master Covenants by filing in the Public Records of the County, an appropriate Supplemental Declaration extending the operation and effect of said Covenants to the Property. Declarant hereby declares that the Master Covenants, including all exhibits attached thereto as they may be amended from time to time, shall (i) be covenants running with the Property, (ii) be binding upon all parties having and/or acquiring any right, title, or interest in the Property, including any portion thereof, and (iii) inure to the benefit of each and every Person from time to time owning or holding an interest in the Property.

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

14.14. Cable Television and Telecommunication Rights of Declarant. Declarant shall have the right to grant easements over any portion of the Property to any one or more providers of cable television service or telecommunications services. No such action shall be deemed a breach of

fiduciary duty of Declarant or any member of the Board. Each provider of cable television must be properly franchised prior to any easement in its favor.

14.15. Priority of Documents. The "Project Documents", as defined in Section 1.32 of the Master Covenants shall, in cases of conflict with the terms of this Declaration, be deemed prior and superior to this Declaration. In those instances of irreconcilable conflict among or between this Declaration and the Articles, Bylaws, or any Rules which may be adopted by the Association (and in the absence of any express language indicating which document controls the particular subject matter), this Declaration shall be paramount, the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

ARTICLE 15
ARCHITECTURAL CONTROL

15.01 Architectural Standards/Board Approval. Architectural control of the Property will be maintained by the Board of Directors and by the Architectural Review Committee of the Master Association. Any Owner who desires to commence work which would require the approval of the Master Association's Architectural Review Committee, must first obtain the approval of the Board of Directors. After termination of Class B membership, as provided in Article 4.01 hereof, the Board of Directors may promulgate its own architectural review standards and procedures. However, any such standards must be at least as restrictive as those contained in the Master Covenants.

15.02. Liability of the Board. Neither the Declarant, nor any Director, nor any representative designated by the Board shall be liable to any Owner or other person by reason of mistake in judgment, or failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Committee members (and the Declarant and/or Board which appointed them and any representative designated by the Committee) harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the approval of any plans REGARDLESS OF THE NEGLIGENCE OF THE COMMITTEE MEMBERS, THEIR REPRESENTATIVE, OR APPOINTING ENTITY.

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

15.04. Master Association Approval. The approval of the Board of any proposal or plans, or of work performed in connection therewith, shall not obviate the need of any applicant to obtain the required approval of the Architectural Review Committee of the Master Association.

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

Signed in the presence of:

Harry Binnie

T.R. Beer

Declarant:

MINTO COMMUNITIES, INC.,
a Florida corporation

By: _____
Michael Greenberg, President

(Corporate Seal)

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of April, 2001, by Michael Greenberg, as President of Minto Communities, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification and did take an oath.

_____
Notary Public
State of Florida at Large

My Commission Expires:

HARRY BINNIE
Notary Public - State of Florida
My Commission Expires Sep 23, 2002
Commission # CC777681

X:\Documents\WORK\MINTO\Madison Green\Wyndham\Declaration Wyndham.wpd