

any such suit is successful, the party defendant shall pay all costs of such suit, including but not limited to, court costs and reasonable attorney's fees at all levels of proceedings to the Architectural Committee.

ARTICLE IX

RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, sales office, have signs on any portion of the Properties, employees in the offices, use the Common Area and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable T.V. and other similar purposes over, upon and across the Properties so long as any said easements do not run under any dwellings on the Lots nor interfere with the intended uses of any portion of the Properties.

ARTICLE X

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XI

USES

Section 1. All Owners and other persons shall use the Properties in accordance with the Rules and Regulation promulgated by the entity in control thereof and the provisions of this Declaration and the By-Laws of the Association.

Section 2. All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling.

Section 3. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

Section 4. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Lot; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Lot.

Section 5. No staple, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

Section 6. No swimming pool or appurtenant pump house shall be constructed, erected or maintained on any Lot without prior approval of the Architectural Committee.

Section 7. No vehicles of any nature shall be parked on any portion of the Properties or a Lot except on the surfaced, parking area thereof. No vehicle which cannot operate under its own power for a period of twenty-four (24) hours shall be kept on the Properties or any portion of a Lot. All boats, trailers, recreational vehicles, motorcycles or the like, shall be kept in the garage when not in use.

Section 8. No "for sale" or "for rent" signs or other displays or advertising shall be maintained or permitted on any part of the Common Area or any Lot, except in locations as approved by the Architectural Committee. The right is reserved to the Declarant to place "for sale" or "for rent" signs in connection with any unsold Lot it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional mortgagee which may become the Owner of a Lot and to the Association as to any Lot which it may own.

Section 9. No trade or business shall be conducted, nor any commercial use made of any Lot.

Section 10. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 11. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Owners or interferes with the peaceful possession and proper use of the Lots by the Owners thereof.

Section 12. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 13. No television or radio masts, towers, poles, antennas, aeriels, or appurtenances may be erected, constructed, or maintained without the prior consent of the Architectural Control Committee first obtained.

Section 14. Each Lot is restricted to residential use as a single family residence.

Section 15. No person shall use the Lot or any parts, thereof, in any manner contrary to this Declaration.

Section 16. No docks nor motorized vessels shall be permitted in the lake contained within the Properties.

Section 17. No Owner nor the Architectural Committee, nor their use of any Lots, shall interfere with the Declarant's preparation, sale or use of any Lots.

Section 18. The above restrictions set forth in this ARTICLE XII shall not apply to Declarant or its agents, employees, designated successors or assigns during the period of construction and sales of the Properties.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.