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Palm Beach County, Florida

This Instrument Prepared By:
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2550 Brickell Bay View Centre
80 S.W. 8th Street
Miami, Florida 33130

**DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS**

OF

SILVER GLEN AT CITRUS ISLES

This Declaration of Covenants, Restrictions, Conditions and Easements made by **Century Citrus Isles Corp., a Florida corporation**, whose mailing address is 7270 N.W. 12th Street, Suite 410, Miami, Florida 33126.

WITNESSETH:

Century Citrus Isles Corp. is the owner in fee simple of the property described in Exhibit "A" attached hereto and made a part hereof; and

Century Citrus Isles Corp. for purposes of this Declaration will be the Declarant; and

Century Citrus Isles Corp. may, but shall not be required to, construct homes upon the property described in Exhibit "A", provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth; and

Now, Therefore, Declarant hereby declares that the property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property described in Exhibit "A", and shall be binding upon all parties having **and/or** acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" mean and refer to the Articles of Incorporation of Silver Glen at Citrus Isles Homeowners Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "By-Laws" mean the By-Laws of Silver Glen at Citrus Isles Homeowners Association, Inc., and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 3. "Corporation" or "Association". means Silver Glen at Citrus Isles Homeowners Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 4. "Declarant" means Century Citrus Isles Corp., a Florida corporation, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Palm Beach County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 5. "Declaration" means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. This Declaration may be referred to in any other document as "Silver Glen at Citrus Isles Declaration of Covenants, Restrictions, Conditions and Easements".

Section 6. "Development Period" means the period of time until the Declarant has sold the ~~last~~ Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to outside purchasers.

Section 7. "Home" is a single family dwelling constructed upon and including a Lot.

Section 8. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 9. "Institutional First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 10. "Lot" is a designated lot within the property described on Exhibit "A" or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 11. "Member" is every person or entity who is a Member in the Corporation.

Section 12. "Owner" is the record owner, whether one or more persons or entities, of the fee simple ~~title~~ to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 13. "Plat" is according to the Plat thereof recorded among the Public Records of Palm Beach County, Florida.

Section 14. "Private Property" is the property described in Exhibit "A-I" attached hereto and made a part hereof and all improvements constructed thereon.

Section 15. "Property" is the property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation and subject to the terms of this Declaration.

Section 16. "Rules" are collectively the rules and regulations which the Board of

Directors of the Corporation may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding the Private Property, and any improvements located thereon.

Section 17. "Silver Glen at Citrus Isles" means the planned community planned for development upon the property described in Exhibit "A" or any property annexed as provided herein; the said being within Palm Beach County, Florida.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is the property described in Exhibit "A", and such additions as may hereafter be brought within the jurisdiction of the Corporation and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration in the following manner:

1. **Future Phases**. The Declarant shall have the right, so long as there is a Class B Membership, without any consent of the Corporation being required, to subject to this Declaration, additional properties as future phases of Silver Glen at Citrus Isles. The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant. Any such modification shall have no effect on the real property described in Exhibit "A" except as may be consistent with this Declaration.

ARTICLE III

MEMBERSHIP

Section I. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations,

easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Corporation, as hereinafter provided, and shall be subject to enforcement by the Corporation in accordance with the terms and provisions of this Declaration.

ARTICLE IV

VOTING RIGHTS

The Corporation shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant Century Citrus Isles Corp., its successors and assigns. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) Ninety (90%) percent of the Lots have been conveyed to third-party purchasers;
- (b) December 31, 2008; or
- (c) Thirty (30) days **after** Declarant elects to terminate the Class B Membership.

ARTICLE V

PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Private Property, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Corporation, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Private Property, and in aid thereof to mortgage said Private Property and the rights of such mortgagee in said Private Property shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Private Property provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless an instrument shall be signed by two-thirds (2/3) of the Members other than the Declarant.
- (b) The right of the Corporation to dedicate or transfer all or any part of the Private Property to any public agency, authority or utility for such purposes, and subject to such conditions as **may** be agreed to by the Members, or to mortgage all or any part of the Private Property. No such dedication, transfer or mortgage, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Class A membership and two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and

unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

- (c) The right of the Declarant or the Corporation to establish, from time to time, certain easements over the Private Property for utilities, broadband communications, cable television and other **common** services purposes;
- (d) The right of the Corporation to charge reasonable fees for the use of designated facilities (if any) on the Private Property;
- (e) Existing easements and agreements of record;
- (f) Easements referred to in Article X hereof;
- (g) The right to the use and enjoyment of the Private Property and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the By-Laws and subject to regulation from time to time by the Corporation in its Rules;
- (h) Access to certain Private Property within the Property may not be obtained from an Owner's or Member's Lot or other Private Property or publicly dedicated streets or properties. Thus, to obtain access to certain Private Property for which access can not be obtained from the Owner's or Member's Lot, other Private Property or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Private Property. The fact that a Member or Owner shall not have access to certain Private Property from his or her Lot, Private Property or publicly dedicated streets or properties does not allow an Owner to escape liability for assessments provided for in Article VI of this Declaration; and
- (i) The other provisions of this Declaration, the Articles and By-Laws.

Section 2. Title To Private Property. The Declarant hereby represents that the fee simple title to the Private Property has been or will be conveyed to the Corporation, its successors and assigns, free and clear of all mortgage liens. The Corporation shall maintain the Private Property.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

- (a) The right of Declarant to execute all documents and take such actions and do such acts **affecting** the Property or the Private Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize either Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Private Property; take any action that **will affect** title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, By-Laws and Rules after the Class B Membership has terminated;
- (b) Easements of **record** on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable **television**, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Private Property or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;
- (c) The Declarant shall have **full** rights of ingress and egress to and through, and over and about the Property, including the Private **Property**, during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work on or within the Property, and the Declarant shall **further** have

an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

- (d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Corporation, to another party by the execution and recording of a proper instrument in the Public Records of Palm Beach County, Florida. This provision shall not, however, be construed to allow Declarant to assign a membership in the Corporation in a transaction separate from ownership of a lot.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Private Property, except for access to and from and throughout the property described in the Plat or any additions thereto.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and accordingly those portions contained within the Property shall be deemed Private Property and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the Corporation shall maintain as a regular expense the entire surface water management, drainage, and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Corporation. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Corporation will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Corporation will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Corporation will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

ARTICLE VI

COVENANT FORMAINTEANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Corporation. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Corporation: (1) any regular assessments or charges; and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the capital annual budget and the amount determined necessary by the Corporation for the proper management and maintenance of the Private Property, together with other costs and/or expenses levied or imposed against the Corporation or property of the Corporation; and (3) any regular assessments or charges to effect payment of property taxes which may be assessed against Private Property or any personal property which may in the future be owned by the Corporation. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Corporation, shall be a charge on the Property and shall be a **continuing lien** upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments to be levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: the maintenance and operation of the entrance feature to be erected (if any) to the Property; the maintenance of the Private Property; maintenance of the wall surrounding the Property; the payment of taxes and insurance for the Private Property; payment for the improvement and maintenance of the Private Property, and services and facilities related to the use and enjoyment of the Private Property.

Section 3. Basis of Annual Assessments. Until December 31, 2002 the monthly assessment shall be the amount as set forth in the initial budget of the Corporation for its initial year of operation. From and after January 1, 2003, the annual assessment shall be determined in accordance with the Articles of Incorporation and By-Laws of the Corporation taking into account current maintenance costs and future needs of the Corporation. The maintenance costs shall include and shall mean all operating costs of the Corporation, maintenance costs of the Private Property, payment of insurance premiums for the Private Property, payment of any personal property taxes on the Private Property. The annual assessment shall include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Private Property and the improvements thereon, if any, or any personal property owned by the Corporation.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Corporation may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Private Property, including the necessary fixtures and personal property related thereto, PROVIDED that any such assessments shall have the assent to two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or semi-annual basis as determined by the Board of Directors. Payments of all assessments will be made directly to the Corporation or its designated management company and in no instance shall any mortgagees have the obligation to collect assessments.

Section 6. Quorum for Any Action Authorized Under Section 4. At each meeting called, as

provided in Section 4 hereof, the presence of the meeting of Members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Home constructed on a Lot; or b) the occupancy by an Owner of a Home constructed on a Lot; or c) the conveyance by the Declarant of a Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Corporation shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the annual assessment. The Corporation shall upon demand at any time furnish a certificate in writing signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Corporation. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum and the Corporation, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such assessment. Additionally, the Board of Directors of the Corporation may at its discretion impose the maximum late fee allowed under Florida Statutes for each month that assessments are delinquent, and notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Corporation. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Private Property or abandonment of his or her Lot.

Section 9. Special Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Corporation, after approval by two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in constant monthly or quarter annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Private Property; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Declarant's Guarantee of Deficit. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot and there is a Class B Membership, the Declarant shall not be liable for assessment against such Lot,

provided that the Declarant funds any deficit in operating expenses, exclusive of reserves, cost of capital improvements and non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). For the purposes hereof, a deficit shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Corporation. The Declarant may at any time commence to pay assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Corporation, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Corporation for the payment of assessments or deficits other than those that arose to prior to such time.

Section 13. Surface Water Management System. The Corporation is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system which is part of the Private Property. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

ARTICLE VII

CAPITAL CONTRIBUTION

At the time of the closing of a Home pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Corporation a sum equal to the aggregate of One Hundred Fifty and No/100 (\$150.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "**Capital Contribution**") shall be the Corporation's property, and shall be held by the Corporation through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments. No refund of a Capital Contribution will be made on re-sale.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section I. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Corporation. The Board of Directors of the Corporation shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Corporation may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Corporation may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Corporation may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Corporation of any required plans and specifications, the Board of Directors of the Corporation may postpone review of any plans submitted for approval. The Board of Directors of the Corporation shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be

further conditioned on compliance with **Metropolitan** Palm Beach County ordinances and the obtaining of applicable **governmental** approvals, if any.

Section 2. **No Waiver of Future Approvals.** The approval of the Board of Directors of the Corporation of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Corporation, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar **proposals**, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. **Liability of the Board of Directors of the Corporation.** No member of the Board of Directors of the Corporation (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Corporation, the Corporation and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. **Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("Applicant") shall give written notice of **completion** to the Board of Directors of the Corporation.

(b) Within thirty (30) days thereafter, the Board of Directors of the Corporation (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Corporation finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If a noncompliance exists, Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of **announcement** of the Board ruling. If Applicant does not comply with the Board of Directors of the Corporation ruling within such period, the Board, at its option, may either remove the **noncomplying** improvement or remedy the noncompliance (an easement therefor being hereby created), and Applicant shall reimburse the Corporation, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum **from** the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Corporation in collection, enforcement or abatement, as appropriate (including **attorneys'** fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a **continuing lien** and run with the land on the Owner's Property if not paid within thirty (30) days after announcement and may be enforced in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Corporation fails to notify the Applicant of any noncompliance within forty-five (45) days **after** receipt of written notice of completion **from** the Applicant, the improvement shall be deemed to have **been** made in accordance with the approved plans.

Section 5. **Variances.** The Board of Directors of the **Corporation** may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be **signed** by at least two (2) members

of the Board of Directors of the Corporation. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have **occurred** with respect to the **matter** for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Corporation may assign all of its responsibilities under Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Corporation.

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this **Article** does not apply to the Declarant.

ARTICLE IX

USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected altered, **placed** or permitted to remain on any Lot other than a Home.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence of appendage to such residence, either temporary or permanent, except for temporary construction trailer of Declarant.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be **or may** become an annoyance or nuisance to the **neighborhood** within the Plat, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Corporation's reasonable discretion.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to two (2) household pets in total (and not of each type) consisting of dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Furthermore, no household pet shall be permitted outside of a Lot except on a leash and at all times under the control of the Owner. No household pet shall be allowed to constitute a nuisance and each Owner shall promptly remove and dispose of waste matter deposited by his or her household pet through a proper sewage receptacle. The Board of Directors of the Corporation shall have the right to promulgate Rules further restricting the keeping of household pets.

Section 5. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 18" X 24" advertising that property for sale or rent, or signs used by the Declarant to advertise the Property during **the** construction and sale of Homes.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed **from** each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in a sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment **and/or** containers be visible from the Private Property streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and **after** scheduled trash collection, and in all events in compliance with Metropolitan Palm Beach County Code.

Section 7. No garments, rugs or any other materials may be hung, exposed or dusted **from** the windows or **from** the front facade of any Home. Further,, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home.

Section 8. Parking. There shall be no parking on any portion of any sidewalk, grass or street within the Property. There shall not be parked within the Property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Corporation during normal working hours or for work performed for the **Declarant** or the Corporation which are necessary in the development, maintenance or management of the Corporation. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business.

Section 9. No septic tanks or individual wells will be permitted on any Lot.

Section 10. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door From the Board of Directors of the Corporation).

Section 11. Window Coverings. No external window covering, reflective or other covering may be placed or permitted to remain on any window of any building (either interior or exterior) without the prior written approval of the Board of Directors of the Corporation.

Section 12. **Flags/Banners.** No flags or banners other than **one (1)** American Flag subject to approval (as to size and location) From the Board of Directors of the Corporation. Any permanent installed flag pole is also subject to approval (as to size, type and location) by **the Board of Directors** of the Corporation. The foregoing two (2) sentences shall not apply to the Declarant.

ARTICLE X

EASEMENTS

Section 1. Easements for ingress and egress and for the installation and maintenance of all utilities, surface water management and drainage facilities are reserved on and over each Lot and the Private Property. The easement for surface water management and drainage may include acceptance of surface water drainage from other properties. The right is also reserved to the Declarant and the Corporation to create additional utility easements by separate instrument as may be required from time to time.

Section 2. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant on a Lot, encroaches upon any portion of the Private Property or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Private Property or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Private Property, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Private Property.

Section 3. Maintenance of Drainage Easements and Facilities. The Corporation shall have the responsibility to maintain all drainage easements, drainage facilities and drainage pipes and equipment within the Property, and the expense for same will be a common expense of the Corporation.

ARTICLE XI

PROVISIONS RESPECTING HOMES

Section 1. House Maintenance. Each Lot Owner shall **be** responsible for maintaining and repairing the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition. Each Lot Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Home and shall also be responsible to keep

the paint on the exterior walls of ~~the Home and~~ the roof in a good state of repair. It will also be the duty of each Lot Owner to maintain in good repair the driveway servicing his Lot. **If any** Lot Owner breaches these covenants, the Corporation may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. No underbrush or other unsightly growth shall be permitted to grow on any Lot, nor shall any refuse or unsightly objects be pennitted to remain thereon. Each Lot Owner shall maintain his Lot in a neat and attractive manner, including, without limitation, having grass, weeds and undergrowth and other vegetation cut no less than once per month, and **the shrubbery** and trees located upon the Lot trimmed periodically in accordance with good horticultural practices, including the removal of any dead trees, shrubs or plants. Additionally, each Owner shall replace, at its sole cost and expense, all dead trees, shrubs and other vegetation (or those which in the determination of the Board of Directors have become unsightly) planted by Declarant as developer, on an Owner's Lot in accordance with good horticultural practices and pursuant to Metropolitan Palm Beach County Code. In addition to maintaining his Lot as herein provided, each Owner shall maintain the wall, if any, facing the interior portion of his Lot, and the public area located between **the** front property line of his Lot and the street in front of his Lot or the property line of his Lot and the street on the side of his Lot if such Lot is a comer Lot. If any Lot Owner breaches these covenants, the Corporation may enforce this covenant against that Lot Owner in accordance with the provisions of this Declaration.

ARTICLE XII

PROVISIONS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Private Property by the Corporation, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Private Property; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Corporation to maintain fire and extended coverage on any insurable improvements hereafter on the Private Property and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Corporation for any loss to the Private Property, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Private Property and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of **an** Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Private Property.

Section 2. An Institutional First Mortgagee on any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default, and which may or have become a charge against the Private Property; pay overdue premiums on hazard insurance policies for the Private Property; or secure new hazard insurance coverage for the Private Property after **lapse of** the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement **from** the Corporation for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Corporation against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the **Corporation**.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of **its** Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Private Property.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be liable for any unpaid assessment or charges

accrued against said Lot prior to the **acquisition** of title to said Lot by such Mortgagee.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Corporation of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of **foreclosure, deed** in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the terms and restrictions of this Declaration to the same extent that Declarant would be exempt from such terms or restrictions.

Section 7. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on ninety (90) days or less written notice.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing, be approved by the Corporation and shall provide that the Corporation shall have the right to terminate the lease in the name of and as agent for the **lessor** upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Corporation and applicable **rules** and regulations, if any. Leasing of Lots and Homes shall also be subject to the prior written approval of the Corporation. The Corporation shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Corporation a fee of One Hundred and ~~No~~**100** (\$100.00) Dollars or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months. The prior written approval of the Corporation for a lease shall not apply to Lots **and/or** Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Corporation for any sum which is required by the Corporation to effect such repairs or to **pay** any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and ~~No~~**100** (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Corporation to repay any damage to the Private Property or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Corporation). The number of occupants must comply with the Palm Beach County Code regarding the size of the Home.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and By-Laws of the Corporation. The Corporation shall be the entity responsible for the operation and maintenance of the Private Property.

Section 2. Enforcement. The Declarant or the Corporation shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the

Corporation or any lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. **Amendment.** The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Corporation, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Corporation ceases to exist, except as provided in Article XV, Section 14 herein, all Private Property and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of Palm Beach County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than thirty (30%) percent of the Lot Owners. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or By-Laws affecting any aspect of the surface water management system must receive prior written approval of the South Florida Water Management District.

Any amendments must be properly recorded in the Public Records of Palm Beach County, Florida.

Section 5. **Remedies for Violation.** In addition to all other remedies, in the sole discretion of the Board of Directors of the Corporation, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Corporation shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Corporation, as said committee is defined in the By-Laws of the Corporation, at which time the Owner shall present reasons why a **fine(s)** should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Compliance Committee after which the Compliance Committee shall hear reasons why a **fine(s)** should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner by not later than fifteen (15) days after the Compliance Committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) **Amounts:** The Board of Directors (if the Compliance Committee's finding are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a **fine** not in excess of **Twenty-Five and No/100 (\$25.00)** Dollars per day not to exceed **One Thousand and No/100 (\$1,000.00)** Dollars in the aggregate.

(2) **Second non-compliance** or violation which are of a **continuing nature**: a fine **not** in excess of Fifty and No/100 (\$50.00) Dollars per day without a limitation on the aggregate amount of the **amount due**.

(d) **Payment of Penalties**. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) **Collection of Fines**. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(9) **Application of Proceeds**. All monies received from fines shall be allocated as directed by the Board of Directors of the Corporation.

(g) **Non-Exclusive Remedies**. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Corporation may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Corporation may otherwise be entitled to recover by law from such Owner.

(h) **Right of Entry**. In addition to the foregoing rights, **whenever (a)** there shall **have** been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair **and/or** has not been maintained as required by this Declaration **and/or** any Rules, or (b) any portion of the Property **and/or** Home owned by an Owner has fallen into disrepair **and/or** has not been maintained as required by this Declaration **and/or** any Rules, a duly authorized representative of the Corporation may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Corporation shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Corporation, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys fees incurred by the Corporation shall be treated as an assessment subject to the provisions for the collection of **assessments as set forth herein**.

Section 6. **Effect of Waiver of Violation**. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or By-Laws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or By-Laws.

Section 7. **Instruments Governing Private Property** and Owners of Lots. This Declaration and the Articles and By-Laws, and any lawful amendments thereto shall govern the Private Property and the rights, duties and responsibilities of the Owners of Lots.

Section 8. **HUD/FHA. VA. FNMA Approval**. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Corporation: Annexation of additional properties, mergers and consolidations, mortgaging of Private Property, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 9. **Declarant's Disclaimer** of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the

plans presently envisioned for the complete development of the Property can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 10. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Corporation at:

7270 N.W. 12th Street
Suite 410
Miami, Florida 33126

(or the official address of the Corporation as may be designated from time to time.)

Section 11. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 12. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the By-Laws, the provisions of this Declaration, the Articles and the By-Laws shall control in that order.

Section 13. Transfer of Surface Water Management System. Should the Corporation cease to exist the surface water management system, property containing the surface water management system and water management portions of Private Property shall be conveyed to an agency of local government determined to be acceptable by South Florida Water Management District. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Private Property will be dedicated to a non-profit corporation similar to the Corporation.

Section 14. Amendments Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Private Property shall be submitted to the South Florida Water Management District for review prior to finalization of the Amendment. The South Florida Water Management District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the Amendment of the Declaration.

Section 15. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Corporation and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In

particular, no Owner other than **Declarant** shall install any landscaping or place any fill on a Lot which would adversely affect the drainage of any contiguous Lot.

Section 16. Rights of South Florida Water Management District. The South Florida Water Management District has the **right** to take enforcement action, including a civil action for an injunction and penalties, against the Corporation to compel the Corporation to correct any outstanding problems with the surface water management system facilities or any mitigation or conservation areas under the responsibility or **control** of the Corporation.

Section 17. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit "B". Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Corporation for the benefit of the Corporation.

Section 18. Limitation of Liability of Corporation. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE CORPORATION OR ANY OTHER DOCUMENT GOVERNING OR **BINDING** THE CORPORATION (COLLECTIVELY, THE "CORPORATION DOCUMENTS"), THE CORPORATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

(b) THE CORPORATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR **ENSURES** THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PALM BEACH COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE CORPORATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE CORPORATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE CORPORATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE CORPORATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "CORPORATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE CORPORATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

JOINDER AND CONSENT

The Property is presently encumbered by Mortgages in favor of **BANK OF AMERICA, N.A., a National Banking Association** (the "Mortgagee") which Mortgage was recorded in Official Records Book 11646 at Page 1114, of the Public Records of Palm Beach County, Florida (the "Mortgage").

Mortgagee hereby certifies that it is the holder of the Mortgage and hereby joins in and consents to this **Declaration of Covenants and Restrictions for SILVER GLEN AT CITRUS ISLES** (the "Declaration"). The Mortgagee or its successors **and/or** assigns in interest by virtue of foreclosure of the Mortgage or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Declaration unless specifically assumed by an instrument in writing and **recorded** in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 10th day of June 2002.

Signed sealed and delivered presence of:

**BANK OF AMERICA, N.A.,
a National Banking Association**

[Signature]

By: [Signature]

Marcia Pereda
Print or Type Name

As Its: VICE PRESIDENT

[Signature]

Denise Locascio
Print or Type Name

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing Joinder and Consent was acknowledged before me this 10th day of June, 2002, by ETA FRANKUZ as VICE PRESIDENT of **BANK OF AMERICA, N.A., a National Banking Association** on behalf of the corporation, who produced ALA identification.

[Signature]
NOTARY PUBLIC, State of Florida at Large

Nellie Lima

Print or Stamp Name of Notary

My Commission expires:

[NOTARIAL SEAL]

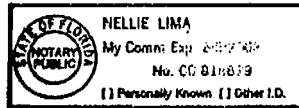



EXHIBIT "A"

All of Citrus Isles, a P.U.D., according to the Plat thereof,
recorded in Plat Book 91, Page 136, of Public Records of Palm
Beach County, Florida.

 PALM BEACH COUNTY - STATE OF FLORIDA
I hereby certify that the foregoing is a
true copy of the record in my office.
This 12 Day of April 20 19
DOROTHY H. WILKEN
Clerk Circuit Court
BY: Michael B. Tucker D.C.