

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE NORTHSTAR ESTATES
HOMEOWNERS ASSOCIATION, INC.**

INSTR # 100182476
OR BK 30379 PG 0948
RECORDED 03/31/2000 09:48 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1043

WHEREAS, ARTISTIC DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called Declarant, whose address is 3233 S. Andrews Avenue, Ft. Lauderdale, Florida, 33316, and others, previously executed and recorded that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE NORTHSTAR ESTATES HOMEOWNERS ASSOCIATION, INC., dated April 1, 1998 and recorded on April 1, 1998 in official records book 27969, Page 0446, of the Public Records of Broward County, Florida (Original Declaration) and

WHEREAS, Declarant currently has the right to appoint all of the directors to the Board of Directors of Northstar Estates Homeowners Association of Davie, Inc. a Florida corporation not for profit (Association), and therefore, pursuant to ARTICLE IV. 3. of the Declaration, Declarant has the unilateral right to amend the Declaration and

WHEREAS, Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. This and all future amendments relate back to the Original Declaration and reference to "Declaration" shall include the Original Declaration and all subsequent Amendments thereto;
2. Declarant is the only one empowered to make amendments until such time as the all lots within the subdivision are conveyed to individual purchasers;

**ARTICLE I.
DEFINITIONS:**

I.1. Approved Site Plan. The approved site plan for the Property approved by the Town of Davie, Broward County, Florida, as it may be amended from time to time.

I.2. Articles means the Articles of Incorporation of the Association (a copy of which is attached hereto as Exhibit "A") as may be amended from time to time.

I.3. Board or Board of Directors. means the Board of Directors of the Association

I.4. Builder(s) means Ultra Structures, Inc., a Florida corporation and Artistic Design and Construction Corp., a Florida corporation, and any other Person designated in writing by Declarant as a "Builder". Except for the two (2) foregoing corporations, any Person building a Home on a Lot, or any other Person, shall not be deemed a "Builder" unless specifically designated as such by Declarant, by a written notice delivered to the Association, in recordable form.

I.5. Bylaws means the Bylaws of the Association (a copy of which is attached hereto as Exhibit "B"), as the same may be amended from time to time.

I.6. Common Expenses means all expenses of any kind or nature whatsoever incurred by the Association in connection with its ownership, maintenance and other obligations and rights set forth in the Declaration, including, but not limited to, the following:

- i) Expenses incurred in connection with the acquisition, ownership, maintenance,

440

repair, replacement, improvement or operation of the Common Property, or any other property to be maintained by the Association as provided in the Declaration, including, without limitation, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations and reserves;

ii) Expenses of obtaining, repairing or replacing personal Common Property that is used in connection with any real Common Property or the performance of the Association's duties;

iii) Expenses incurred in connection with the operation, administration and management of the Association, including, without limitation, any fees paid to any management and security companies hired by the Association to perform any of the Association's duties, and any expenses incurred in connection with any other goods or services provided to the Property and/or the Association;

iv) Expenses declared to be Common Expenses by the Board, in accordance with the provisions of the Declaration, the Articles or the Bylaws.

v) Any amounts payable by the Association to any other association or any governmental authority.

I.7 Common Property means any property, whether real or personal, improved or unimproved, or any easement or interest therein, now or hereafter owned by or dedicated to the Association, or which is declared to be a Common Property by the Declaration or any amendment hereto. Common Property may include, but is not limited to, parks, open and landscaped areas, lakes, roads, entrance ways, guard or other buildings, development signage, development perimeter security fences, street lights, parking areas, easement areas, recreational areas, storage areas, equipment, furniture, buildings, improvements, lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including without limitation those based on, containing or serving future technological advances not now known) installed by Declarant or the Association or pursuant to any grant of easement or authority to or by Declarant or the Association, and benefitting more than one (1) Lot, and other real and personal properties, provided that the Lot, and other real and personal properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of Common Property will be provided.

I.8. Home means the Single Family Residential Dwelling constructed or to be constructed upon a Lot

I.9. Person means a natural person, corporation, partnership, trust, or any other legal entity.

I.10 Property or NORTHSTAR ESTATES means all of the real property made subject to the Declaration at any time.

I.11. Rules and Regulations means the Rules and Regulations adopted by the Association pursuant to the Articles, Bylaws and/or the Declaration, as the same may be amended from time to time.

ARTICLE VI. GENERAL PROVISIONS

VI.1. Easements Each of the following easements are hereby created, which shall run with the land, and, notwithstanding any of the other provisions of the Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Declaration.

i) Members' Easements of Enjoyment Subject to the provisions of this Section, each

Member shall have a perpetual, non-exclusive right and easement of enjoyment for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Lot subject to the Declaration.

ii) **Extent of Members' Easement** The rights and easements of enjoyment created hereby shall be subject to the following:

1) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining or improving the Common Property, and to mortgage the Common Property;

2) The right of the Association to take such steps as are reasonably necessary to protect and maintain the Common Property;

iii) **Easement for Services and Utilities** The Members' easements of enjoyment shall also be subject to: (1) easements in favor of governmental and quasi-governmental authorities, utility companies, ambulance or emergency vehicle companies, law enforcement personnel and agencies (including without limitation, easements for the enforcement of Florida Uniform Traffic Control Laws), and mail carrier companies, over and across all roads existing from time to time within the Property, and over, under, on and across the Property, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Property, and (2) easements over, under, on and across the front and rear and side of each Lot as per approved Site Plan, as may be required for the installation, maintenance, repair and providing of utility, cable television and other services, equipment and fixtures in order to adequately serve the Property, including, but not limited to, electricity, telephones, television, security, sewer, water, lighting, irrigation, drainage and any other proper purpose as determined by the Association. All utility lines, equipment and fixtures shall be installed underground, to the extent reasonably possible, excluding street lights, fire hydrants, cable television and other fixtures and equipment required to be installed above ground. An Owner shall do nothing on their Lot which interferes with or impairs the utility or other services using these easements. The Association or its designee shall have a right of access to each Lot to inspect, maintain, repair or replace the utility and other service facilities contained under or through the Lot and to remove any improvements interfering with or impairing the utility or other services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the event of an emergency, entry onto any Lot shall be made with reasonable notice to the Owner.

iv) **Lake Maintenance Easement** There is hereby granted to the Association a 20' lake maintenance easement around the perimeter of every lake in NORTHSTAR ESTATES, for all proper lake maintenance purposes. Improvements may be located within said lake maintenance easement, but only in accordance with and subject to the other terms and provisions of the Declaration

v) **Emergency Right of Entry** In case of any emergency originating in, or threatening any Lot, regardless of whether the Owner is present at the time of such emergency, the Board, or any other Person authorized by it, or any management agent under a management agreement with the Association, shall have the right, but not the obligation, to enter such Lot for the purpose of remedying, or abating, the cause of such emergency and such right of entry shall be immediate.

vi) **Perimeter Wall Easement** In the event that the perimeter fence wall described in VII.6.xiv) hereof, or any part thereof, is constructed, then there shall be an easement over the rear ten (10') feet of each Lot bordering or abutting the perimeter fence wall, in favor of the Association, for access to, and maintenance of, the perimeter wall. Any damage caused to a Lot by the use of such easement shall be repaired by the Association, and the cost thereof shall be a Common Expense.

ARTICLE VII.

NORTHSTAR ESTATES HOMEOWNERS ASSOCIATION OF DAVIE, INC.

VII.1 Powers and Responsibilities of the Association The Association shall have all of the powers indicated or incidental to those contained in its Articles, Bylaws, Rules and Regulations, the Declaration, and under applicable law. The Association shall be responsible for the execution, performance, administration and enforcement of all of the terms and provisions of the Declaration. However, the terms and provisions of the Declaration are also enforceable by any Owner or Owners, subject to the reserved power of the Association to approve exceptions or variances. By the Declaration, the Property is hereby submitted to the jurisdiction of the Association. The Association may adopt rules and regulations relating to the use and maintenance of the Property.

VII.2 Acts of the Association Unless the approval or action of the Owners and/or a certain specific percentage of the Board is specifically required by the Declaration, the Articles or Bylaws, or by a applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Owners, if and the Board may so act through the proper officers of the Association or through a committee or board appointed by the Board, without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

VII.3 Management, Service & Other Contracts, Etc. The Association shall have the right to contract for professional management and other goods and services on such terms and conditions as the Association deems desirable, including without limitation, services for the Property and/or the Association.

VII.4. Rights of Declarant Notwithstanding anything contained herein to the contrary, Declarant shall have the right appoint all directors to the Board until the closing on the sale by Declarant of the last Lot in NORTHSTAR ESTATES, including any additional property subjected to the Declaration, or until such earlier time as is determined in Declarant's sole and absolute discretion; provided, however, that Declarant agrees to relinquish its right to appoint all directors to the Board no later than twenty (20) years after the date that the Declaration was recorded in the Public Records of Broward County, Florida. As long as Declarant retains the right to appoint any director to the Board, no action of the Members shall be effective unless and until approved in writing by Declarant, in its sole and absolute discretion. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Owners, Declarant may, at its option, assign its obligations under such agreements to the Association, and in such event, the Association shall be required to accept such obligations. Until closing on the sale by Declarant of the last Lot in NORTHSTAR ESTATES, including any additional property subjected to the Declaration, whether Declarant exercises the right to appoint any director to the Board or not, the Association shall have no authority to, and shall not, without the written consent of Declarant, which may be granted or withheld in Declarant's sole and absolute discretion, undertake any action which shall:

- i) prohibit or restrict in any manner the sales and marketing program of Declarant or the Builders or any leasing activities of Declarant or the Builders;
- ii) alter or amend the Declaration, the Articles or Bylaws of the Association;
- iii) modify, amend or alter the Approved Plat(s) or Site Plan(s) or the Surface water Management System;
- iv) terminate or cancel any easements granted hereunder or by the Association;
- v) terminate or impair in any fashion any easements, powers or rights of Declarant or the Builders hereunder;
- vi) restrict Declarant's or any Builder's right of use, access and enjoyment of any of the Property, or
- vii) cause the Association to default on any obligation of it under any contract or the

Declaration.

VII.5. No Liability NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, OR IN THE ARTICLES, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (collectively, the "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, OWNERS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS, OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE VARIOUS TERMS AND PROVISIONS OF THE ASSOCIATION DOCUMENTS WHICH ARE ENFORCEABLE BY THE ASSOCIATION 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, AND THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BROWARD COUNT, OR PREVENTS TORTIOUS ACTIVITIES. THE TERMS AND PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SUBSECTION OR OTHERWISE. AS USED IN THIS SUBSECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING WITHOUT LIMITATION, MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

VII.6. Common Property: Rights, Duties and Obligations of the Association:**1. Conveyance of Common Property to the Association**

i) **By Declarant** Declarant shall have the right to dedicate or convey title to any real or personal property owned by it, or any easement or interest therein, to the Association as a Common Property, and the Association shall be required to accept such dedication or conveyance;

ii) **By Any Other Person** Any other Person may also convey title to any property owned by such Person, or any easement or interest therein, to the Association as a Common Property, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Association expressly accepts the conveyance in writing;

iii) **Use and Benefit** The Common Property is intended for the use and benefit of the Owners, their families, guests, licensees, tenants, invitees and any other Persons authorized to use the Common Property, or any portion thereof, by Declarant and Association, and all

Common Property shall be held by the Association for such use and benefit, and for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation or limitation affecting the Common Property or contained in any deed or instrument conveying the Common Property or any portion thereof to the Association, and subject to any rules and regulations adopted by the Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Lot. The Association shall regulate the use of the Common Property and may from time to time promulgate such rules and regulations consistent with the Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members, and such rules and regulations may be enforced by legal and/or equitable action.

iv) **Grant and Modification of Easements** The Association shall have the right to Grant, modify or terminate easements, including without limitation, those involving utility cables, conduits, etc., 04, under, upon, and/or across any property owned by the Association, and shall have the further right to modify, relocate (onto a Common Property) or terminate existing easements in favor of the Association.

v) **Additions, Alterations or Improvements** The Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any real or personal property, as it deems necessary or desirable from time to time. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of any real or personal property, shall be a Common Expense. In addition, as long as Declarant owns any portion of the Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Property as may be desired by Declarant, in its sole and absolute discretion, from time to time.

vi) **Utilities** The Association shall pay for all utility services for the Common Property, or for any other property to be maintained by the Association, as a Common Expense.

vii) **Taxes** The Association shall pay all real and personal property taxes and assessments for any property owned by, or dedicated to, the Association, as a Common Expense.

viii) **Damage or Destruction** In the event any improvement (other than landscaping) within any Common Property is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the Association shall restore, repair, replace or rebuild (to seize hereinafter collectively referred to as "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the Owners. If any landscaping within any Common Property is damaged or destroyed, the Association shall only be obligated to make such repairs to the landscaping as is determined by the Board. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Association shall have the right to make a special Assessment for any such expense.

ix) **Maintenance of Common Property and other Property** The Association shall maintain all Common Property and any other property owned by, or dedicated to, the Association, and all improvements thereon. If pursuant to any easement, the Association is to maintain any improvement within any property, then the Association shall maintain such improvement in good condition at all times. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the Association (whether part of the Property or not) if the Board determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owners. To the extent the Association assumes the obligation to operate

and/or maintain any part of the Property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any property which is not owned by the Association may be evidenced by an amendment to the Declaration, or by a written document recorded in the public records of the county in which the Property is located, and may be made in connection with an agreement with any Owner, the Declarant, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Person, or any governmental authority, to share in the maintenance responsibility of any property if the Board determines this would be in the best interest of the Owners. Notwithstanding the foregoing, if any Owner or any resident of any Home, or their guests or invitees, damages any Common Property or any improvement thereon, the Owner of such Home shall be liable to the Association for the cost of repair or restoration; provided, however, that the Board, in its sole and absolute discretion, may waive such Owner's liability to the extent of insurance proceeds received by the Association with respect to such damage.

The Association may contract for the maintenance of all or part of the Property for purposes of carrying out all or a portion of the maintenance services provided for in the Declaration. The Association may contract with public or private utility companies for purposes of supplying utility services to the Property and may assess the costs and expenses charged by such utility companies, including, without limitation, the costs of any bonds, letters of credit or other undertakings of a like nature, as part of the Assessments.

All landscaping on Common Property shall be regularly maintained in a first-class condition and appearance, including without limitation, such replanting and, as is from time to time necessary, mowing, trimming, fertilizing, and weed, insect and disease control. All dead or diseased sod, trees, plants, shrubs, or flowers shall be promptly replaced. All property, improvements, and buildings within the Common Property shall be maintained in a safe, neat and well-kept manner. It is understood that this standard of maintenance is not brand new, but in first-class condition for its age, reflecting reasonable wear and tear. All walkways and roadways will be maintained in the manner required by applicable governmental authorities (normal wear and tear excepted), and shall include, without limitation, paving and repairing of all such areas, and keeping such areas reasonably free and clear of foreign objects, papers, debris and other obstructions; furthermore, cracks, damaged, uplifted or eroded areas of same shall be repaired, replaced, or resurfaced, as determined appropriate by the Board, or as determined necessary by the City Engineer of the Town of Davie, Broward County, Florida.

In the event that, after reasonable written notice from the Town of Davie and an opportunity to cure, the Town of Davie reasonably determines that the Common Property is not being adequately maintained by the Association in accordance with the standards set forth in this section, then the Town of Davie shall have the right, but not the obligation, to repair or maintain same, and to record a Notice of Lien specifying the actual costs thereof, if the Association does not reimburse the Town of Davie for such costs within a reasonable time. The fact that the Town of Davie undertakes repair or maintenance shall impose no continuing duty on the part of the Town of Davie for such repair or maintenance. This lien remedy shall be supplemental and cumulative to all other remedies of the Town of Davie to enforce its ordinances and development requirements. The recording of a Notice of Lien shall cause a lien in favor of the Town of Davie to attach to the Lots, with the same priority as liens for assessments, as set forth in the Declaration, and with the same rights of enforcement in favor of the Town of Davie.

No traffic regulation, directional signs or efforts to control flow of traffic or speed of traffic (including without limitation, speed bumps) will be allowed to be erected, emplaced or otherwise installed upon or adjacent to the private road system within the Property, which would conflict with the ordinances of the Town of Davie or other duly enacted governmental regulations concerning traffic, signage and control.

x) Continued Maintenance If there should ever be a dissolution of the Association, the Owners shall, immediately and automatically upon dissolution, hold title to the Common

Property as tenants in common, and shall collectively provide for the continued maintenance and upkeep of the Property in a manner or under a procedure acceptable to the county in which the Property is located.

xi) **Insurance** The Association may purchase insurance as a Common Expense, including without limitation, the following:

- i) **Hazard Insurance** protecting against loss or damage by fire and other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all Common Property and property owned by, or dedicated to, the Association, excluding land, foundations, excavations, landscaping, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the Owners.
- ii) **Comprehensive General Liability Insurance** protecting the Association from claims for bodily injury, death or property damage.
- iii) Such other insurance as may be desired by the Association, such as flood insurance, errors and omissions insurance, worker's compensation insurance, fidelity bonds, or any other insurance.
- iv) All insurance purchased by the Association must include a provision requiring at least ten (10) days' written notice to the Association before the insurance can be canceled or the coverage reduced for any reason.
- v) Any deductible or exclusion under the insurance policies shall be a Common Expense.

xii) **Surface Water Management System** It is acknowledged that the surface water management and drainage system for the Property is one integrated system, and accordingly shall be deemed a Common Property, and an easement is hereby created over the entire Property for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Association shall maintain as a Common Expense the entire surface water management and drainage system for the Property, including but not limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances regardless of whether or not same are within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority having jurisdiction, and an easement for such maintenance is hereby created. Such maintenance responsibility may, but is not required to, include any portion of the water management and drainage system for the Property which is owned and maintained by any controlling governmental authority.

xiii) **Mortgage and Sale of Common Property** The Association shall have the right to encumber, sell, dedicate or transfer any Common Property owned by, or dedicated to, the Association to any public agency, authority, utility or any other Person for such purposes and subject to such conditions as may be agreed to by the Board, provided that the Board determines that the mortgage, sale, dedication or transfer is in the best interests of the Association or will not materially and adversely affect the Owners, or if the mortgage, sale or transfer is approved by the Owners. If ingress or egress to any Lot(s) is through any Common Property, any conveyance or encumbrance of such Common Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such Lot(s), unless alternative ingress and egress is provided to the Owner(s).

In the event that Declarant desires to change the legal description of any Lot owned by it, such that part of the Common Property previously deeded to the Association would be within the new legal description of such Lot, then upon request by Declarant, the Association shall re-convey to Declarant the part of the Common Property designated by

Declarant to be included within the new legal description of such Lot, and such re-conveyance shall be at no cost to Declarant, other than minimum documentary stamps and the cost of recording the deed.

xiv) **Perimeter Fence** It is acknowledged that a fence wall or fence walls may be constructed on Common Property around a portion or all of the Property. The Association shall own and maintain the fence wall in substantially the same condition as originally constructed (including without limitation, materials, color, size and design). A perpetual easement of ingress and egress over the Property is hereby granted to the Association for purposes of construction and maintenance activities related to any such fence wall. In the event that there is a recorded agreement executed by the Association relating to any perimeter fence wall, the terms and provisions of such agreement shall control over the foregoing terms and provisions to the extent of a conflict therewith.

ARTICLE VIII. ARCHITECTURAL REVIEW BOARD

The Architectural Review Board (A.R.B.) Shall enforce the Architectural Standards and Use Restrictions set forth in ARTICLE VIII herein.

VIII.1 Appointment of the A.R.B.

The A.R.B. shall consist of at least three (3) persons, as determined by the Board. The A.R.B. members shall be appointed by the Board, and shall hold office until new A.R.B. members are appointed by the Board.

VIII.2 Purpose of the A.R.B.

For purposes of this First Amendment to the Original Declaration, the term "Improvement" shall mean any building, fence, wall, patio area, pool, spa, screened enclosure or screening of any system, disposal system, irrigation system, drainage system, or any other alteration, addition, improvement, modification or change of any kind or nature (including, without limitation, the color of any of the foregoing) which is constructed, made, installed or placed on, or removed from, any Lot, or the exterior of any Home, and any other improvement upon any Lot, except for maintenance or repair which does not result in a material change to any Improvement (changes in the color of any Improvement shall be deemed a material change). No Improvement shall be made on any Lot, and no Owner or agent of any Owner, shall apply for any governmental approval or building or other permit for any Improvement, unless the Owner first obtains the written approval of the Improvement from the A.R.B. The A.R.B. shall provide for a systematic and uniform review of all proposed Improvements within NORTHSTAR ESTATES. The A.R.B. shall review all plans for Improvements, it being the intent of the Association to provide for the harmonious and aesthetically pleasing development of NORTHSTAR ESTATES. The A.R.B. shall evaluate the proposed Improvements, including, without limitation, the exterior design, materials and color; location of the Improvement in relation to surrounding Improvements; topography; and conformity to the restrictive covenants.

VIII.3. **Review and Approval by the A.R.B.** The plans and specifications and other required documentation for any and all Improvements shall be reviewed by the A.R.B., and no Improvement of any type or nature whatsoever shall be commenced unless and until the approval thereof shall be obtained in writing from the A.R.B. In the event that: (i) there are any existing violations of the Declaration, the Articles, Bylaws, Rules and Regulations (if any) or the A.R.B. rules and regulations pertaining to a Lot, or (ii) If any documents or other items requested by the A.R.B. pertaining to a Lot are past due in receipt, then,

notwithstanding anything set forth in the Declaration to the contrary, the A.R.B. may refrain from taking any action in reviewing and approving submitted plans or specifications until such violations are corrected, or documents or other items are received. The A.R.B. may charge a fee for its review of such submissions, which must be paid prior to A.R.B. review.

VIII.4. No Liability Neither the A.R.B., nor any other Person, shall be liable to any Owner, purchaser or any other Person in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any Improvement. Any review or approval of any plans or specifications by the A.R.B. shall not be deemed to be an opinion or determination, nor impose upon the A.R.B. any responsibility, that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the A.R.B., or are in fact architecturally, structurally or aesthetically appropriate, or comply with any applicable governmental requirements, and the A.R.B. shall not be liable for any deficiency, or any injury resulting from any deficiency in such plans and specifications. The scope of any review and approval of plans or specifications by the A.R.B. is limited solely to whether the plans meet certain requirements, standards and guidelines established in the Declaration and/or by the A.R.B. relating primarily to aesthetics and the harmony and compatibility of the proposed Improvements with other Improvements at NORTHSTAR ESTATES. If the A.R.B. approves any Improvement, same shall not require the A.R.B., or any successor to the A.R.B., to approve any similar Improvement in the future, and the A.R.B. shall have the right in the future to withhold approval of similar Improvements, requested by any other Owner.

VIII.5 Criteria The A.R.B. may adopt and modify from time to time, in its discretion, minimum standards, criteria, rules and regulations and/or guidelines (collectively, the "A.R.B. Rules") which will be used in connection with the exercise of architectural control, provided, however, that the A.R.B. Rules shall not apply to any Improvement which has been constructed in accordance with the provisions of the Declaration and which was properly approved when constructed. The A.R.B. Rules may include, without limitation, an application form together with such reasonable fees for processing applications as the A.R.B. may deem necessary. The A.R.B. Rules, as promulgated, shall be subject to the approval of the Board. Any revisions, additions, deletions and/or amendments to the A.R.B. Rules shall, likewise, require the approval of the Board.

VIII.6 Compliance with Governmental Requirements In addition to the requirements set forth herein, any Improvement must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the A.R.B. to any Improvement may be made conditioned upon the Owner obtaining a building permit for same, or providing the A.R.B. written evidence from the controlling governmental authority that such permit will not be required, and the Owner shall not proceed with any Improvement until such building permit or evidence that a building permit is not required is submitted to the A.R.B.

VIII.7. Procedure Before the A.R.B.; Delivery of Final As-Built Survey Prior to the commencement of any work on a Lot, an applicant must submit to the A.R.B. such fully executed application form as may then be required by the A.R.B., such additional information as the A.R.B. may reasonably require (which may include, without limited, samples of exterior materials and exterior color selections to be used in the Improvement), and three (3) sets of plans and specifications for the proposed Improvement in sufficient detail so that the A.R.B. may be able to adequately make the determinations required of it pursuant to the Declaration. The A.R.B. shall have the right to charge a reasonable fee in connection with the approval of any Improvement, and for the purpose of paying any architects and/or engineers and/or other professionals hired by the A.R.B. to review any plans or specifications or other information submitted by an applicant, and to pay any other costs incurred by the A.R.B. In connection therewith, provided, however, that Declarant and the Builders shall not be charged any such costs or fees. Approval of any request may be withheld due solely to aesthetic considerations.

Any plans and specifications submitted for approval shall show the nature, kind, shape,

height, materials, color and location of all proposed improvements, and must be prepared by an architect, landscape architect, engineer and/or surveyor, as determined by the A.R.B., licensed in the State of Florida, and shall include, without limitation: (i) complete construction working drawings, (ii) a surface water drainage plan showing existing and design grades and/or contours relating to the predetermined minimum ground floor finish elevation as established by the A.R.B., and (iii) three (3) sets of plans and specifications for the home's landscaping design and irrigation systems. The A.R.B., in its sole and absolute discretion, may allow an applicant to submit (ii) and (iii) above after construction of the Improvements has begun, as long as such items are submitted and approved prior to their installation and prior to closing on the sale of a completed Home.

No later than fifteen (15) days after receipt of the plans and specifications and/or other documents and/or other information (unless the applicant waives this time requirement in writing), the A.R.B. shall respond to the application in writing by approving said application, approving said application with required modifications, disapproving said application, or requiring additional information. In the latter event, the A.R.B. shall respond in writing no later than fifteen (15) days after receipt of said requested additional information (unless the applicant waives this time requirement in writing). In the event of approval of said plans and specifications, the applicant shall provide the A.R.B. with written notice of any proposed change in the plans and/or specifications as approved by the A.R.B. Any and all alterations, deletions, additions and changes of any type or nature whatsoever in the plans and/or specifications and/or other documents and/or other information as approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner required for approval of original plans and/or specifications and/or other documents and/or other information. Upon completion of the Improvements, the Owner shall promptly deliver a final as-built survey of the Improvements to the A.R.B.

VIII.8. Disapproval In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed Improvement. The applicant, in such event, may re-submit revised plans and/or specifications, or may request a formal meeting with the A.R.B. to review plans and specifications as submitted. The meeting shall take place no later than fifteen (15) days after written request for the meeting is received by the A.R.B. (Unless applicant waives this time requirement in writing). The A.R.B. shall make a final written decision no later than fifteen (15) days after the meeting. Upon continued disapproval, the applicant may request a formal meeting before the Board, which shall take place no later than fifteen (15) days subsequent to the receipt of the request by the Board (unless applicant waives this time requirement in writing).

VIII.9. Remedies for Violations In the event that an Owner is in violation of the Architectural Standards and Use Restrictions in Article IX hereof, or if any improvement is commenced or made without first obtaining the approval of the A.R.B., or is not made in strict conformance with any approval granted by the A.R.B., the A.R.B. and/or its approved the designee, shall specifically have the right to injunctive relief to require the Owner to stop, remove and/or alter any improvement, or take or cease to take any other action, in a manner which complies with requirements of the A.R.B., or the A. R. B. may pursue any other remedies available under this Article VIII. of the Declaration. No reference to a specific remedy for violation of any term or provision shall be deemed to limit other remedies available under the Declaration or otherwise. Failure to enforce any restriction imposed hereunder shall not be deemed a waiver of the right of enforcement. Should the A. R. B., or its designee, prevail in seeking to remedy for violation(s) is, the A. R. B. or its designee, prevail in seeking to remedy for violation(s), the A. R. B. or its designee, as the prevailing party, shall be entitled to receive an award of reasonable attorneys' and paralegal fees, court and other costs and interest, including all costs associated with any appeal. In connection with such enforcement, the A.R.B. shall have all of the rights of enforcement granted to the Association pursuant to this section of the Declaration, including, without limitation, the right to impose a fine against the defaulting Owner, and to assess and lien the defaulting Owner's Lot, except that any fines paid by the defaulting Owner shall be paid to the Association. In connection with any enforcement, the A.R.B. shall have the right to enter onto any Lot and make any inspection necessary to determine that the provisions of the Declaration have been

complied with. The failure of the A.R.B. to object to any improvement prior to the completion of the improvement, or the failure to object to any other violation of the Declaration, shall not constitute a waiver of the A.R.B.'s right to enforce the provisions hereof.

VIII.10. **Exemption for Declarant and Builders** Notwithstanding anything in this Article VIII to the contrary, Declarant and the Builders (and any other Person exempted by Declarant, in writing) shall be exempt from all requirements set forth in this Article VIII with respect to the initial construction of a Home and related improvements on a Lot.

ARTICLE IX.

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

The following Architectural Standards and Use Restrictions shall apply to NORTHSTAR ESTATES, provided, however, that the Architectural Standards and Use Restrictions may be modified by Declarant, in its sole and absolute discretion, for this or any additional property, or parts thereof, made subject to this Declaration from time to time:

IX.1. **One Home Per Lot: Subdivision of Lots** Only one (1) home shall be constructed on any Lot. However, the Owner of more than one (1) contiguous Lot may apply to the A.R.B. for permission to use such Lots as a site of single dwelling, and, upon the written consent of the A.R.B., the contiguous Lots shall thereafter be treated as a single dwelling Lot. The Lots shall continue to be treated as separate and distinct Lots for purposes of voting and Assessments. The Owner shall not be required to comply with the side yard setbacks, except as to the outside Lot lines of the combined Lots.

No Lot shall be further subdivided without the prior written consent of the Association. Notwithstanding the foregoing, portions of a Lot may be conveyed to the Owner(s) of contiguous Lot(s) in order to increase the size of the contiguous Lot(s), as long as any remaining portion of the divided Lot not so conveyed is independently useful for the construction of a Home that complies with the requirements of this Declaration.

IX.2 **Minimum Home Size** With respect to all Lots in the subdivision, except lots 25,26,27,28 and 29, each Home shall contain a minimum of three thousand square feet (3000) of air-conditioned under-roof living area, exclusive of garages, covered walks, atriums, courtyards, patios or porches.

With respect to Lots 25,26,27,28 and 29 each Home shall contain a minimum of three thousand seven hundred fifty square feet (3750) of air-conditioned under-roof living area, exclusive of garages, covered walks, atriums, courtyards, patios or porches.

IX.3. **Finished Lot Elevation** Each Lot shall have the finished Lot elevation set forth on the approved engineering plans filed with Central Broward Drainage District, Broward County, Florida; provided, however, that landscape berming of a Lot will be allowed, subject to A.R.B. approval, and provided that any such berming does not conflict with approved drainage plans for the Lot. Each Owner must maintain the slope existing at the time of issuance of Certificate of Occupancy.

IX.4 **Lot Landscape Berming** The landscape berming of all Lots will be allowed, subject to A.R.B. approval, and provided that any such berming does not conflict with approved drainage plans for the Lot.

IX.5. **Minimum Set-Backs** The following minimum set-backs are hereby established, provided however, the A.R.B. may waive any of the following set-back requirements for a Lot, subject to applicable governmental requirements, but any such waiver shall only be applicable to the specific instance for which it is granted and shall not be a continuing or future waiver. Except as otherwise set forth in this Article, no structure of any kind shall be permitted in any set-back area, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted, provided that they do not extend more than four (4') feet into the set-back area, and provided that they are

completely screened from view in a manner approved by the A.R.B.

- i) **Front Set-Back** the front set-back shall be thirty-five (35') feet from the front Lot Line.
- ii) **Side Set-Back** the side set-back shall be twenty-five (25') feet from any side Lot line.
- iii) **Rear Set-Back** The rear set-back shall be forty (40') feet from any rear Lot line.

IX.6. **Exterior Appearances of Homes** No Home exterior appearance may be duplicated, so that no two (2) Homes will look alike from the exterior.

i) **Fences / Privacy Walls** The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the A.R.B. Only wrought iron and open aluminum fences are allowed, all of which are subject to approval of the A.R.B. The A.R.B. shall have the right to prohibit any other types of fences and/or walls, and shall further have the right to change such standards from time to time as the A.R.B. deems appropriate, provided, however, that no such standards shall apply to any fence or wall which has been constructed in accordance with the provisions of the Declaration and which was properly approved when constructed.

ii) **Equipment & Garbage Enclosures** All pool, air conditioning, barbecue, gas tanks and all other machinery and equipment, and all garbage containers and bags, must be underground or placed in walled or landscaped enclosures, and completely screened from eye-level view from any street or adjacent property. Any such walled or landscaped enclosures are subject to approval by the A.R.B.

iii) **Air Conditioning Units** Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

iv) **Garbage and Trash** Each Owner shall regularly pick up all garbage, trash, refuse and rubbish on their Lot. Garbage, trash, refuse and rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot no earlier than the collection day, and any trash facilities must also be removed on the collection day. All garbage, trash, refuse and rubbish must be kept inside the Home or within enclosures which the A.R.B. shall require to be constructed with each Home, and place in appropriate trash containers and bags. The approved enclosure outside the Home must be kept in a clean and sanitary condition at all times. No noxious or offensive odors shall be permitted.

v) **Roofs** Unless otherwise approved by the A.R.B., all roofs on Homes shall have a minimum pitch of 6/12, and shall be constructed of concrete, clay or ceramic tile, or hand-sawn or split cedar shakes. The A.R.B. may approve the use of other roof material which is, in the discretion of the A.R.B., equal to, or better than, the foregoing roof materials in terms of quality and aesthetic appearance. In any event, no asphalt or fiberglass shingles, tar and gravel roofs, or flat roofs are permitted. Notwithstanding the foregoing, roofs on gazebos or other recreational structures (not including a Home) may vary from the foregoing, subject to A.R.B. approval.

vi) **Garages** Each Home shall have a garage providing parking for at least two(2) automobiles. No garage shall be erected which is separate from the Home, provided that the A.R.B. may approve a garage, which, while separated from the Home, is connected by a portico or similar structures. No portion of a garage shall be converted into a living space. All garage doors shall remain closed when not in use.

vii) **Driveways** No asphalt or gravel driveways are permitted, and all driveways must be constructed with an upgraded, stabilized hard surface approved by the A.R.B. Without limitation, interlocking brick pavers and stamped or patterned concrete are acceptable surfaces.

viii) **Vehicles** Parking on a Lot shall be restricted to private automobiles, passenger-type vans and sport utility vehicles. Vehicles shall be parked only in the garage and/or in the driveway, and no overnight parking is permitted on any roads, lawns, or areas other than driveways and garages. Pickup trucks having a capacity of no more than one ton may also be parked on the driveway or in the garage. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles which making delivery to or from, or while used in connection with providing goods or services to, or construction on, the Property. All vehicles parked within the Property must be in good condition and repair, and no vehicle which does not have a current license plate or which cannot operate on its own power shall be parked outside of an enclosed garage. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the Property unless such vehicle is currently licensed for road use and is equipped with factory noise muffling equipment which shall be maintained in good condition so that the operation of same does not create an unreasonable annoyance to the residents of the Property, and if the Association determines, in its sole and absolute discretion, that any such vehicle creates an unreasonable annoyance to the residents of the Property and so notifies the Owner of the vehicle, such vehicle shall not thereafter be operated within the Property. No Owner shall conduct, or permit to be conducted, repairs or restorations of any motor vehicle or other vehicle upon any portion of the Lot except in the garage, and the doors thereto shall be closed at all times.

No commercial vehicles or trucks, or campers, conversion vans, mobile homes, motor homes, trailers, recreational vehicles, boats, boat trailers, horse trailers or any other type of trailer, or vans, shall be permitted to be parked or to be stored at any place within the Properties. For purposes of this Article, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle.

Any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of placing a violation notice on the vehicle or towing the vehicle after the notice is posted. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

ix) **No Boats** No boats may; be kept or stored outside of a Home on a Lot.

x) **Landscaping** All landscaping of Lots shall be pursuant to guidelines and specifications established and/or approved by the A.R.B., and no Owner shall change the slope of a Lot or allow anyone else to do so without prior approval from the A.R.B. Without limitation, all landscape lighting, and any berming or any other alteration of any part of the approved finished Lot elevation shall be subject to plans approved by the A.R.B. A minimum landscaping expenditure on a Lot where a Home is being constructed shall exceed \$15,000. The A.R.B. shall have the right to increase the amount of the minimum landscaping expenditure, in its sole and absolute discretion. Automated underground irrigation shall be required and installed at the time of construction of a Home, shall be adequate to service all designed landscape elements, and shall have a source of water acceptable to the A.R.B. The source of water shall be free of elements which cause discoloration and may be required to be city water. For Lots abutting lakes or canals, the A.R.B. may require that water for irrigation be obtained from the abutting lake or canal, using a flotation device (e.g. an artificial goose) for support of the water intake pipe, so as to be hidden from view, aesthetically pleasing and compatible with the community appearance. The development of each Lot shall include sod and irrigation of the total Lot, including, without limitation, abutting Common Property to the curb line of the street and to the water line of the lake.

The Owner of each Lot containing a Home shall be required to maintain the landscaping on their Lot, and on any contiguous property between their Lot and the pavement edge of any abutting road (excluding any sidewalk), or the waterline of any

abutting lake or canal, all in accordance with the landscaping plans approved by the A.R.B. and in accordance with the provisions of the Declaration and the requirements of any controlling governmental authority. All landscaping shall be maintained by the Owner in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the Owner. All dead or diseased sod, plants, shrubs, trees or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. All landscaping trimmings, cuttings, etc. shall be immediately removed from the Lot upon completion of the work. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any Lot. Notwithstanding the foregoing, no Owner shall install or maintain any landscaping on any portion of their Lot to be maintained by the Association, without the prior written consent of the Association.

If an Owner does not comply with the foregoing landscaping requirements, then after seven (7) days written notice to cure from the Association and the failure of the Owner to do so, the Association shall have the right to enter onto a Lot for the purpose of repairing and/or removing and/or replacing dead landscaping, or to cure any other violation under this Article, and if the Owner does not pay the billing from the Association for the costs of such work, plus a 25% administrative charge (which amount shall be an individual Assessment), then a lien may be filed against the Lot.

xi) **Removal of Trees** No trees of four (4) or more inches in diameter and at least two (2) feet in height above the natural grade shall be cut or removed without approval of the A.R.B. When such a tree is removed, the Owner will replace it with a similar tree acceptable to the A.R.B. on the same or another portion of the site, as approved by the A.R.B. Notwithstanding the foregoing, an Owner may re-locate a tree on their Lot without A.R.B. approval, and may remove a tree, provided that a similar sized tree is immediately substituted for the removed tree.

xii) **Portable, Temporary or Accessory Buildings** No portable, storage, temporary or accessory buildings or structures or tents shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the A.R.B. No structure of a temporary character, trailer, construction trailer, tent, shack, garage, barn or other building (other than a Home) shall be used on any Lot at any time as a residence, either temporarily or permanently. Notwithstanding the foregoing, nothing contained in the Declaration shall prevent Declarant, the Builders or any other Person designated by Declarant, from erecting or maintaining dwellings, model houses, trailers, storage buildings, construction offices, sales offices and other temporary structures as the Declarant may deem advisable for development, construction, marketing and sales purposes.

xiii) **Signs, Mailboxes, etc.** The size and design of all signs, house numbering, outside lamp posts, mailboxes and other such materials shall be selected by the A.R.B. and shall display continuity and conformity throughout NORTHSTAR ESTATES. No signs (including without limitation, "For Sale" signs) shall be placed upon any Lot or any other part of the Property, and no signs shall be placed in or upon any Home which are visible from the exterior of the Home, without the prior written consent of the A.R.B., which may be granted or denied in its sole and absolute discretion. All mailboxes shall be provided, installed, maintained and repaired by the Association, as a Common Expense, and shall be located on Common Property in front of each Lot. If permission for a sign is granted, the A.R.B. reserves the right to restrict size, color, content and location of signs. No sign shall be nailed or attached to a tree. The A.R.B. may adopt reasonable rules regarding signs to be used during construction of the Homes, such as building, contractor and/or architect identification. No "building permit boxes" may be installed on any Lot until the building permit is received and posted in such box, and the Home is under construction. Any such "building permit box" must be located on the Lot being improved and not on any other Lot or on the Common Property, and any "building permit box" must be completely removed immediately upon issuance of the certificate of occupancy for the subject Lot. In the event any sign is installed on any Lot or on the exterior of any Home which violates this paragraph, the A.R.B. shall have the right to remove such sign without notice to the Owner, and such removal shall not be deemed a trespass and the A.R.B. shall not be liable to the Owner for such removal or for any damage or loss to the sign. As long as Declarant has the right to appoint any

director to the Board, Declarant and any Person to whom Declarant has assigned such right, may erect any sign it deems appropriate on property owned by it. Notwithstanding the foregoing, Declarant, and any assignee(s) of the following right, shall have the right to install entry, directional, identity, sales and marketing signage as long as it owns any Lot for sale in the Property.

xiv) **Outside Antennae and Other Rooftop Accessories** Subject to the following exceptions, not outside television, radio, short wave, C.B. or other signal receiving or sending antennae, dishes or devices are permitted. Notwithstanding the foregoing, if the governing municipality allow satellite dish antennae of one meter or less, or allow antennae designed to receive television broadcast signals, to be installed on a Lot, then such installation may be permitted hereunder, provided however, that such antennae: (1) must be approved by the A.R.B.; (2) shall comply with all applicable governmental regulations; (3) shall be limited to one [1] per Lot; (4) shall not be located in a front yard or on the front portion of any roof; (5) shall be a solid color, and (6) shall have appropriate screening and landscaping so as not to be visible from any roadway or any other Home; provided, however, that if any of the foregoing requirements are deemed to unreasonably delay or prevent installation, maintenance or use, or to unreasonably increase the cost of installation, maintenance or use, or to preclude reception of an acceptable quality signal, then the foregoing requirement(s) shall be deemed modified. Wind driven attic ventilators shall not be permitted. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, so as not to be seen from the front elevation. Electrically powered ventilators may be used if the roof vents are low profile, blend into the roofing materials and are not seen from the front elevation.

xvii) **Tennis Courts, etc.** With the consent of the A.R.B., any Owner may construct a tennis court upon the Lot. If any such tennis court is lighted, the lighting must be a low intensity light approved by the A.R.B. (Which shall be Recreational Lighting Systems Box Down lights or equivalent), and the applicable Owner shall be required to install landscaping or other buffers so that the lights do not unreasonably disturb the residents of any adjoining or other Lot. Tennis courts may be used only between the hours of 7:00 AM and 11:00 PM.

xviii) **Swimming Pools** No above ground swimming pools shall be installed. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the A.R.B., and its composition shall be of material thoroughly tested and accepted by the industry for such construction. Pool screen enclosures must be of a gable, hip or mansard design.

xix) **Pool, Security, Landscape, etc. Lighting** Pool, security, landscape, etc. lighting shall be designed so as to not be an annoyance to the surrounding residences. All exterior lighting sources must be directed onto the Lot, and no exterior lighting source may be directed at any other Lot or at any Common Property. All lighting plans must be submitted to and approved by the A.R.B.

xx) **Docks, Waterfront Construction, Shorelines, and Boats** No docks, bulkheads, mooring, piling or other construction shall be erected in any setback area, or on or over, the lakes or waterways in the Property; and the shoreline contours of any lake or waterway in the Property or Lots abutting such water may not be change, without the written approval of the A.R.B. No motor boats or gasoline motors shall be permitted or used in any of such lakes or waterways. Electric boats, sail boats, canoes or similar vessels are permitted, subject to prior written consent from the A.R.B. No Lot shall be increased in size by filling in the water upon which it abuts.

xxi) **Personal Property & Play Equipment** The personal property of any resident of a Lot shall be kept inside the resident's Home, except for patio furniture and accessories, and other personal property commonly kept outside, so long as such property is not visible from the front of the Lot, and so long as the use thereof does not constitute a nuisance to other Lots. All bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall be stored inside a Home, and no such items shall be allowed to

remain in the Common Property. Swing sets less than eight (8') feet in height shall be permitted so long as such swing set is located in the backyard portion of a Lot, is not visible from the front of the Lot, and so long as the use thereof does not constitute a nuisance to other Lots. The A.R.B. may, but shall not be obligated to, permit other types of swing sets and similar permanent playground equipment to be erected on Lots.

xxii) **Artificial Vegetation; Exterior Sculptures, Etc.** No artificial vegetation shall be permitted on any Lot (except within a Home). Any sculpture, fountain, flag or similar item located on a Lot (except within a Home) must be approved by the A.R.B.; provided, however, that nothing herein shall prohibit the appropriate display of the American Flag.

xxiii) **Window Treatments** Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

xxiv) **Energy Conservation Equipment** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a Home, and adequately landscaped and/or screened from view, as determined by the A.R.B. Under no circumstances shall solar panels be installed so as to be visible from any road in the Property. Any solar panels must be P.V.C. black panels, or any other type approved by the A.R.B.

xxv) **Bicycles** Bicycles shall be stored only within each Lot and may be ridden on the roads and sidewalks only.

xxvi) **Basketball Equipment** No basketball equipment (pole, backboard, net, etc., whether permanent or temporary) may be installed or used in any front or side yard; such equipment may be installed in a back yard, provided that its location and appropriate buffering landscaping are approved by the A.R.B.

xxv) **Pets** No animals, livestock or poultry of any kind shall be permitted within the Property except for common household domestic pets such as dogs, cats, birds and fish. As regards cats and/or dogs, no more than three (3) such pets are permitted in any Home, except with the written consent of the Association, which may be granted or withheld in the Association's sole and absolute discretion. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. Pets may be walked in the Common Property, but not on any Lot, other than the Lot of the Owner of the pet. The Board shall have the right to order the removal of any pet which is deemed a nuisance, in the Board's sole and absolute discretion, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the Owner, and the pet shall immediately thereafter be permanently removed from the Property.

xxvi) **Leases** All leases of a Home must be in writing and specifically be subject to the Declaration, the Articles, Bylaws and Rules and Regulations, and copies of all leases must be delivered to the Association prior to occupancy by the tenant(s). Each Owner shall be responsible for all violations of the Declaration, the Articles, Bylaws and Rules and Regulations committed by their tenants. Each Lot may be leased only one (1) time during each calendar year, and each lease must be for a term of not less than one (1) year. If required by the Rules and Regulations, any Lot Owner intending to lease their Lot, or any interest in it, shall give the Association prior written notice of such intention, together with the name and address of the prospective tenant as the Board may reasonably require, together with a copy of the proposed lease and an administrative fee determined by the Board.

xxvii) **Utilities** The central and sewage system provided by the Association for service to the Property shall be used by all Owners. Each Owner shall connect their water line to

the water distribution main serving their Lot and their Lot and shall pay all connection charges, periodic charges and the like in connection therewith. Each Lot Owner shall maintain and repair their water and sewer lines up to the point of delivery and collection. Not water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any Lot. No individual water supply system shall be permitted except that approved by the Association for irrigation purposes.

xxviii) **Lakes and Canals** NO SWIMMING OR WADING IS ALLOWED IN ANY LAKE OR CANAL UNDER ANY CIRCUMSTANCES WHATSOEVER, SINCE LAKES AND CANALS ARE NOT DESIGNED TO BE SAFE FOR SWIMMING OR WADING, AND MAY ALSO CONTAIN ANIMALS, INSECTS, BACTERIA, PLANTS, UNDERWATER OBSTRUCTIONS, AND OTHER MATTERS THAT ARE DANGEROUS OR HAZARDOUS TO HUMAN HEALTH, SAFETY AND WELFARE. No Boating is allowed in any lake or canal within the Property without the prior written consent of the Association, or a committee designated by it. ANY BOATING SHALL BE DONE AT THE SOLE RISK OF THE BOATER. No motorized boat shall be allowed in any lake or canal. Every occupant of a boat under eighteen years of age must be accompanied by an adult. All occupants of a boat must wear life preservers. THE DECLARANT, THE ASSOCIATION, THE BUILDERS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY ANYONE AS A RESULT OF SWIMMING, WADING OR BOATING IN THE LAKES AND CANALS.

xxix) **Surface Water Management** No Owner or any other Person shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or 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, a Builder, or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities.

xxx) **Oil and Mining Operations, etc.** No oil drilling, oil development operations, oil refining, quarrying, mining or other gas, oil, mineral, metal or other petroleum operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

xxxi) **Maintenance** Each Owner shall maintain their Home and all improvements upon their Lot in first class, neat, clean and tidy condition at all times. The exterior of all Homes including, without limitation, roofs, walls, doors, windows, patio areas, pools, screenings, landscaping, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner (including, without limitation, pressure cleaning or other appropriate cleaning of roofs discolored by mildew or otherwise). All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other Homes, and no rust deposits on the exterior of any Home, peeling of paint or discoloration of same shall be permitted. No Owner shall change the exterior color of their Home without the consent of the A.R.B. All driveways within the Owner's Lot shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

After notice by the Board to correct deficient maintenance on a Lot, if said deficiencies remain uncured, then the Board shall have the right to employ maintenance people to perform maintenance work as shall be prescribed by the Board, and for such purpose, all Owners grant unto the Board, its agents, employees, and all others designated by the Board, the right to enter upon the Lot for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other liability or action. The cost of such work required by the Board to cure maintenance

deficiencies (together with an overhead surcharge equal to ten [10%] percent of such cost) shall be an individual Assessment, as provided herein.

xxxii) **Sale of Residence** No Owner or any agent of an Owner may offer or show Homes for sale by open house; instead, all sales of Homes must be handled by appointment only. As long as Declarant owns any of the Property, no "For Sale" signs of any kind will be permitted on any Lot.

xxxiii) **Nuisances** No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners. Owners shall not use abusive language or threats in their dealings with other Owners. Loud music which elicits a complaint from any resident shall be turned down in volume until it is no longer considered offensive. Parking on any other Owner's property, without permission, shall be deemed a nuisance.

xxxiv) **Construction Phase** Construction of any Improvements shall be prosecuted diligently without stopping, and shall be completed within a reasonable period of time not to exceed one (1) year. Site appearance during construction shall be kept in a neat and orderly condition. In the event the Owner or his agent (contractor or subcontractor) shall fail to maintain the site as specified and such failure continues for more than seven (7) days following delivery of written notice thereof from the A.R.B., the A.R.B. may order a clean-up of the site and assess the Owner the cost thereof to which a ten 10% administration surcharge will be added. Such Assessment shall be enforceable by the Association's lien rights in accordance with the Declaration. The A.R.B. shall have the power to extend the period of construction beyond the one (1) year period set forth herein, provided the Owner and/or Builder makes application therefor and the A.R.B. determines the request is reasonable. Any extension hereunder shall be for a time certain as determined by the A.R.B.

All construction vehicles and personnel must cease work and leave the Property prior to darkness. No work shall begin on the Property prior to 6:30 AM on any day.

xxxv) **Rules and Regulations** No Person shall use the Common Property, or any part thereof, or a Lot, or any part thereof, in any manner contrary to, or not in accordance with Rules and Regulations as may be promulgated by the Association from time to time.

xxxvi) **Indemnification** Any loss or damage (including, without limitation, attorneys and paralegal fees, and court and other costs, including any costs in any appeal) incurred by the Association by breach of any restrictions herein shall be reimbursed by the responsible Lot Owner. The association may obtain recovery against such Owner in the same manner as the collection and enforcement of Assessments.

xxxvii) **Variances** The A.R.B. shall have the right to grant variances to the Architectural Standards and Use Restrictions and other restrictions enforced by the A.R.B., as to any Lot where special circumstances exist which would justify such variance, or variance by the A.R.B., will not materially adversely affect any other Owner. In granting any variance, the A.R.B. may impose such conditions and restrictions as the A.R.B. may deem necessary, and the Owner shall be required to comply with any such restrictions or conditions in connection with the variance. Any such variance shall be based on the A.R.B. judgment of hardship, conformity with community aesthetics and must be reasonable under the circumstances. The granting of any such variance shall only be applicable to the specific situation to which it relates and shall not be deemed to be a continuing or future granting of a variance as to any other matter. Any request for a variance must be submitted, in writing, to the A.R.B., along with any supporting documentation and materials requested by the A.R.B. The A.R.B. shall render a decision on the requested variance within fifteen (15) days after receipt of the variance application and all other requested documentation and materials. Failure of the A.R.B. to render a decision on a request for a variance shall be

deemed denial of such variance request. If a request for a variance is denied by the A.R.B., an applicant will be entitled to the procedures set forth in VIII.9. of the Declaration.

xxxviii) **Exemptions** Notwithstanding anything to the contrary in the Declaration, but subject to compliance with the Approved Site Plan, applicable land development regulations and this article IX.6 shall not apply to Declarant, or to any portion of the Property while owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Property and the construction of any Homes, buildings and other improvements thereon, or any activity associated with the sale of any Homes by Declarant. In addition, Declarant shall have the right to exempt, in writing, a Builder or any other Person from any of the foregoing terms and provisions of this article IX.6, but subject to compliance with the Approved Site Plan, applicable land development regulations and issued development orders. Specifically, and without limitation, Declarant shall have the right (and any Builder or other Person who is exempted from the foregoing by Declarant shall have the right) to: (1) construct any buildings or improvements within the Property, and make any additions, alterations, improvements or changes thereto, (2) maintain customary and usual sales, general office and construction operations on any part of the Property; (3) place, erect or construct model homes, portable, temporary or accessory buildings or structures upon any part of the Property for sales, construction, storage or other purposes; (4) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any part of the Property; and (5) post, display, inscribe or affix to the exterior of a Home or upon any part of the Property, signs and other materials used in developing, constructing, selling or promoting any part of the Property.

ARTICLE X. INDEMNIFICATION

X.1 INDEMNIFICATION OF OFFICERS, DIRECTORS, COMMITTEE MEMBERS AND MEMBERS OF THE A.R.B. Every director (including, without limitation, every director appointed by Declarant) and every officer of the Association, every member of an board and committee appointed by the Board, and every member of the A.R.B. shall be indemnified by the Association against all expenses and liability, including attorneys and paralegal fees and court and other costs, including costs in any appeal, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party or in which they may become involved by reason of their being or having been an officer, director or member, whether or not they are an officer, director or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties, provided that, in the event of any claim for reimbursements or indemnification hereunder based upon a settlement by the officer, director or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, member or others may be entitled under the Articles, Bylaws or otherwise.

ARTICLE XI. **ASSESSMENTS**

XI.1 Assessments for Common Expenses Each Owner of a Lot shall be responsible for the payment to the Association of Assessments for Common Expenses for each Lot owned by the Owner, which amount shall be assessed to the Owner as described below. In addition, each Owner shall be responsible for the payment to the Association of any Assessments owned by the prior Owner, except for any Assessments owed by Declarant, and except as provided for in article XII of the Declaration with respect to first mortgages foreclosed by Institutional Lenders.

XI.2 Establishment & Payment of Assessments for Common Expenses Prior to the beginning of each fiscal year of the Association, the Board shall adopt a budget for such fiscal year

which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The Board shall then establish the Assessment for Common Expenses for each Lot. Based upon the state of development, levels of services required by the Members, and other relevant facts, the Owners of "Completed Homes" and Owners who have had taken title to their Lot, shall pay Assessments based on a two to one (2:1) ration (the "Payment Ration") compared to Owners of "Uncompleted Homes". The Payment Ration shall also be applicable to group and special Assessments. For purposes of the foregoing, a "Complete Home" shall mean a Home for which a Certificate of Occupancy has been issued by the appropriate governmental municipality, and an "Uncompleted Home" shall mean a Lot for which a Certificate of Occupancy for a Home thereon has not been issued by the appropriate governmental municipality. Therefore the Assessment for a Completed Home and for Owner(s) who have taken title to their Lot, shall be calculated as follows:

$$\frac{\text{Estimated Annual Budget}}{(2 \times \# \text{ of Completed Homes/Lots conveyed}) + \# \text{ of Uncompleted Homes}} \times 2 = \text{Annual Assessment for a Completed Home}$$

and the Assessment for an Uncompleted Home shall be calculated as follows:

$$\frac{\text{Estimated Annual Budget}}{(2 \times \# \text{ of Completed Homes/Lots conveyed}) + \# \text{ of Uncompleted Homes}} = \text{Annual Assessment for a Completed Home}$$

The Association shall notify each Owner in writing of the amount, frequency and due dates of the Assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses. If any expenditure of funds for Common Expenses is required in addition to the funds produced by Assessments for Expenses, as described below. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (1) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (2) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any Assessments for Common Expenses be due less than ten (10) days from the date of the notification of such Assessments.

XI.3. Individual Assessments The Association may levy an individual Assessment against a particular Lot for the cost of corrections, repair, maintenance, replacements or fines which the Lot Owner has failed or refused to perform or pay, or for any other violation of the Declaration. When, in the Association's sole and absolute judgment, the Lot Owner's failure or refusal to perform has impaired the use or value of the Property, the Association has a right of entry unto each Lot to perform corrections, repairs, maintenance or replacements, or to cure other violations hereunder, including without limitation, the right to abate or eliminate any nuisance. This individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board in its sole and absolute discretion from time to time.

XI.4. Special Assessments The Association may levy a special Assessment against all Lot Owners for any of the following purposes: the acquisition of property; defraying the cost of construction and periodic maintenance of capital improvements to the Common Property (including without limitation, road repaving); repair or replacement of a capital improvement, including, without limitation, the necessary fixtures and personal property related thereto; repair and replacements for damage resulting from hurricane, flood, fire or other casualty; payment of any shortfall in the Association's budget; and for any other purpose determined

by the Board. All notices of special Assessments from the Association to the Members shall designate when the Assessment is due and payable. Special Assessments shall be collectible in such manner as the Board shall determine. A special Assessment shall be considered delinquent if not paid by the due date.

If any proposed special Assessment exceeds \$500.00 per Lot for any calendar year, then no such special Assessment may be levied unless it is approved at a regular or special meeting of the Association, at which a quorum exists, by a majority of the Members' votes present, in person or by proxy.

XI.5. Declarant Assessments Notwithstanding the foregoing, Declarant shall have the right, in its sole and absolute discretion, as long as Declarant owns any Lot in the Property, to either: (1) pay Assessments for Common Expenses as in the case of any other Owner, or (2) in lieu thereof, Declarant shall be responsible for all Common Expenses in excess of the Assessments for Common Expenses receivable from the other Owners (including working capital contributions), and other income received by the Association, and in such event, Declarant shall not be required to fund reserves, if any, allocated to any Lot owned by it. Notwithstanding the foregoing, in the event the Association incurs any expense not ordinarily anticipated in the day-to-day management and operation of the Property, including but not limited to expenses incurred in connection with lawsuits against the Association, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of Declarant for such Common Expenses shall not exceed the amount that it would be required to pay if it was liable for Assessments for Common Expenses as any other Owner in the year such shortfall occurs, and any excess amounts payable by the Association shall be assessed to the other Owners as a Common Expense. With respect to (1) and (2) above, as long as Declarant owns any Lot in the Property, Declarant shall have the right, in its sole and absolute discretion, to change the basis of its payments at any time or times between (1) and (2) above.

ARTICLE XII. DEFAULT: ENFORCEMENT

XII.1. Monetary Defaults and Collection of Assessments

i) **Late Fees and Interest** If any Assessment is not paid on the date when due, or if any check for any Assessment is dishonored, the Association shall have the right to charge the applicable Owner a late or bad check fee of ten (10%) percent of the amount of the Assessment, or Twenty-Five (\$25.00) dollars, whichever is greater, plus interest at the then highest rate of interest allowable under Florida usury law from the due date until paid. If there is no specified due date applicable to any particular Assessment, then the Assessment shall be due ten (1) days after the Association sends notice thereof to the Owner.

ii) **Acceleration of Assessments** If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after its due date, the Association, upon written notice to the defaulting Owner, shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all special Assessments for Common Expenses, and for all other Assessments payable to the Association.

iii) **Lien for Assessments** Each Owner is liable, and the Association has a lien on each Lot, for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' and paralegal fees and court and other cost, including costs in any appeal, incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Lot is located, stating the

description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments and other monies thereafter owed to the Association by the Owner until the lien is satisfied. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. Any lien created pursuant to the Declaration or Articles or Bylaws shall be subordinate to a first mortgage held by an Institutional Lender on any Lot subject to the Declaration. An Institutional Lender acquiring title to a Lot through foreclosure or deed in lieu of foreclosure of a first mortgage shall only be liable for Assessments as shall accrue and become due and payable subsequent to the date of acquisition of title. In such event, the Assessment or Assessments for which the Institutional Lender so acquiring title will not be liable, shall be absorbed and paid as a Common Expense.

iv) **Collection and Foreclosure** The Association may bring an action it is name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' and paralegal fees, court and other costs, including costs in any appeal, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Association is authorized to settle and compromise the Association's lien if the Association deems a settlement or compromise to be in the best interest of the Association.

v) **Assignment of Claim and Lien Rights** The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

vi) **Application of Payments** Any payments made to the Association by any Owner shall be applied as the Association determines in its sole and absolute discretion, toward 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; toward reasonable attorneys' and paralegal fees, court and other costs, including costs in any appeal, incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Owner and/or for the enforcement of its lien; toward interest on any Assessments or other monies due to the Association, as provided herein; and toward any unpaid Assessments owed to the Association.

XII.2. Non-Monetary Defaults In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their guests or invitees (other than the non-payment of any Assessment or other monies), of any of the provisions of the Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association will notify the Owner (and may notify any tenant of the Owner, if known to the Association) of the violation, by written notice sent to the address of the Lot. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice is sent, or if the violation is not capable of being cured within such 7-day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after such written notice is sent by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

- i) Impose a fine against the Owner and/or tenant as provided in article XII.3 and/or
- ii) Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief: and/or
- iii) Commence an action to recover damages; and/or

iv) Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, without limitation, removing any addition, alteration, improvement or change which has not been approved by the A.R.B., or performing any maintenance required to be performed by the Declaration; and/or

v) Avail itself of any other remedies available under applicable law.

All expenses incurred by the Association in connection with the correction of any failure, plus an administrative charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce the Declaration, including, without limitation, reasonable attorneys' and paralegal fees, and court and other costs, including costs of any appeal, shall be an individual Assessment against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs and expenses associated therewith, including, without limitation, reasonable attorneys' and paralegal fees, and court and other costs, including costs of any appeal, incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided herein. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the county in which the Property is located.

XII.3 Fines The amount of any fine shall be determined by the Board, and shall not exceed the amount permitted by law. If any violation of the Declaration or the Rules and Regulations is of a continuing nature, and if the Owner fails to cure any continuing violation within ten (10) days after written notice of such violation, or if such violation is not capable of being cured within such 10-day period, if the Owner fails to commence action reasonably necessary to cure the violation within such 10-day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, a daily fine may be imposed until the violation is cured in an amount not to exceed the amount permitted by law. Prior to imposing any fine, the Owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the Owner or tenant of not less than fourteen (14) days, which notice shall include (1) a statement of the date, time and place of the hearing, (2) a statement of the provisions of the Declaration, Bylaws, Rules and Regulations or other governing documents which have allegedly been violated, and (3) a short and plain statement of the matters asserted by the Association. The Owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the committee designated by the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if it is so determined, it may impose such fine as it deems appropriate by written notice to the Owner or tenant. If the Owner or tenant fails to attend the hearing as set by the committee, then the Owner or tenant shall be deemed to have admitted the allegations contained in the notice to the Owner or tenant. Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the decision at the hearing. Any fine levied against an Owner shall be deemed an individual Assessment, and if not paid when due all of the provisions of the Declaration relating to the late payment of Assessments shall be applicable. Notwithstanding anything contained herein to the contrary, the Association shall not have the right to impose any fine against Declarant, or any Lots owned by Declarant.

XII.4 Negligence An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by their act, neglect or carelessness, to the extent otherwise provided by law. Such liability shall include any increase in fire and/or hazard insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Home, or the Common Property.

XII.5 Responsibility of an Owner for Occupants, Tenants, Guests and Invitees Each Owner shall be jointly and severally responsible for the acts and omissions, whether negligent or

willful, of any tenant(s) or other Person(s) residing in their Home, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Property, or any liability to the Association, the Owner shall be assessed for same as in the case of any other individual Assessment. Furthermore, any violation of any of the provisions of the Declaration, the Articles, the Bylaws or the Rules and Regulations, by any resident of any Home, or any guest or invitee of an Owner, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner. The foregoing shall not apply to the Declarant.

XII.6. No Waiver The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Declaration, the Articles, the Bylaws or the Rules and Regulations, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

XII.7. Rights Cumulative All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Declaration, the Articles, the Bylaws or the Rules and Regulations, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising any additional remedies, rights or privileges as may be granted or as it might have by law.

XII.8. Enforcement By or Against Other Person(s) In addition to the foregoing, the Declaration may be enforced by Declarant (as long as Declarant is an Owner), or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce the Declaration, including, without limitation, reasonable attorneys' and paralegal fees and court and other costs, including costs on any appeal, shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of the Declaration. In addition to the foregoing, any Owner or Owners shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, except the Declarant or any Builder, to restrain such violation or to require compliance with the provisions contained herein (subject to the reserved power of the Association to approve exceptions and variances); but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' and paralegal fees and court and other costs, including costs of any appeal.

XII.9. Declarant Exception Notwithstanding anything in this article XII to the contrary, Declarant shall not be liable for any interest or late fees for any Assessments or other funds owed to the Association, and the Association shall not have any lien right against any Lot or any other part of the Property for any Assessments or other funds owed to the Association by Declarant. In addition, Declarant shall not be subject to acceleration of Assessments, as provided in this article XII.1.ii) and Declarant shall not be subject to fines as provided in article XII.3.

ARTICLE XIII. TERM OF DECLARATION

XIII.1. Term of Declaration All of the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions herein set forth and in the Declaration shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of the Declaration (as it may have been amended from time to time). After such 50-year period, unless sooner terminated, these covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions herein

shall be automatically extended for successive periods of ten (10) years each, until majority of the votes of the entire membership of the Association execute a written instrument declaring a termination of the Declaration (as it may have been amended from time to time). Any termination of the Declaration shall be effective on the date the instrument of termination is recorded in the public records of the county in which the Property is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant as long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot.

ARTICLE XIV. AMENDMENT

XIV.1. As long as Declarant has the right to appoint a majority of the directors to the Association's Board of Directors, the Declaration may be amended from time to time solely by Declarant and without the consent of the Association or any Owner. Such right of Declarant to unilaterally amend the Declaration shall specifically include, without limitation: (1) amendments adding any property to the Property, or deleting any property from the Property (provided that any such amendment shall require the joinder of the owners of such added or deleted property if different than Declarant), or modifying the Architectural Standards and Use Restrictions as they may affect any additional property, or parts thereof, made subject to the Declaration from time to time, (2) amendments modifying the development concept, including without limitation, the number and type of lots and the plans and composition of the Common Property, and the addition of non-residential property to the Property, (3) amendments required by any Institutional Lender or governmental authority in order to comply with the requirements of same, or (4) any other amendments deemed desirable or necessary by the Declarant in its sole and absolute discretion. After Declarant no longer has the right to appoint a majority of the Association's Board of Directors, the Declaration may be amended upon the approval of Owners of not less than one half of the Lots, provided, however, that no amendment may be made by the Owners without the written joinder and consent of Declarant (which may be granted or denied in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property. In order to be effective, any amendment to this Declaration must be recorded in the public records of the county in which the Property is located, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

XIV.2 No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all affected Institutional Lenders join in the execution of the amendment. As long as Declarant owns any part of the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options in the Declaration in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

XIV.3. Notwithstanding anything contained in the Declaration to the contrary, any amendment to the Declaration which would materially adversely affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the controlling governmental authority (the South Florida Water Management District), or successor agency/agencies as applicable.

XIV.4. Notwithstanding the foregoing, amendments for the correction of a scrivener's error or other non-material change may be made by Declarant alone until it no longer has the right to appoint a majority of the Association's Board of Directors, and by the Association's Board of Directors alone thereafter, without the consent of the Owners.

XIV.5. An amendment to the Declaration may affect vested rights, notwithstanding the fact that the record owner(s) of, and/or all record owners of liens on the affected parcel(s) did not join in the execution of such amendment.

ARTICLE XV. MISCELLANEOUS

XV.1. Conflict with Articles or Bylaws In the event of any conflict between the Articles and the Bylaws and the Declaration, the Declaration, the Articles and the Bylaws, in that order, shall control.

XV.2 Authority of Association and Delegation Nothing contained in the Declaration shall be deemed to prohibit the Board from delegating to any one of its members, or to any officer, or to any committee, board or any other Person(s), any power or right granted to the Board by the Declaration, including, without limitation, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by the Declaration.

XV.3. Severability The invalidation in whole or in part of any of the Declaration's covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of the Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

XV.4. Validity In the event any court shall hereafter determine that nay provisions as originally drafted herein violate the rule against perpetuities, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law. In addition, if any provision of the Declaration, or the application thereof, shall, to any extent, be found to be invalid or unenforceable by the entry of a final judgment from a court of competent jurisdiction, then, in that event, the remainder of the Declaration shall not be affected thereby, and each provision of the Declaration shall be valid and enforceable to the fullest extent permitted by law.

XV.5 Headings The headings, section and subsection, article numbers in the Declaration are for convenience only, and shall have no affect upon the meaning of any of the terms or provisions in the Declaration.

XV.6. Gender and Number All terms and words used in the Declaration, regardless of the number or gender used, shall be deemed to include any other gender or number, as the context or use thereof may require or permit.

XV.7. Roads The roads within the Property, including without limitation, the minimum elevation of the roads, have been designed in accordance with the criteria established by various governmental authorities. However, if the water level in the drainage system and lakes for the Property rises above the minimum elevation of the roads, there may be standing water on portions of the roads within the Property.

XV.8. Marketable Record Title Act The Association shall have the right, from time to time, to file notices described in Chapter 712, Florida Statutes, in order to preserve and protect the application of the Declaration from extinguishment with respect to all or any part of the Property.

XV.9. Assignment of Declarant's Rights Any or all of the rights, privileges, or options provided to or reserved by Declarant in the Declaration, the Articles, the Bylaws or the Rules and Regulations, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any Person pursuant to an assignment recorded in the Public Records of the County in which the Property is located. Any partial assignee of any of the rights of Declarant shall not be deemed the Declarant, and shall have not other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of any prior Declarant unless such assignee is assigned and agrees to assume such liability in the recorded assignment.

XV.10. Performance of Association's Duties by Declarant Declarant shall have the right from time to time, at its sole and absolute discretion, to perform, at Declarant's expense, the

duties and obligations, required in the Declaration to be performed by the Association, and in connection therewith, to reduce the budget of the Association and the Assessments for Common Expenses payable by the Owners, provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of the Declarant.

XV.11. **Litigation** In the event that the Association, or its directors, officers, committee or board members, agents or employees are made a party to any litigation brought by an Owner or any other Person involving the Declaration or the Property, the Association, or its directors, officers, committee or board members, agents or employees, as applicable, shall be entitled to recover their attorneys' and paralegal fees, and court and other costs incurred by them with respect to such litigation, in the event that they are a prevailing party.

No litigation shall be commenced against Declarant by or on behalf of the Association unless two-thirds (2/3) of the Owners consent to the commencement of such litigation.

XV.12. **Inapplicability of Condominium Act** It is acknowledged that the Association is not intended to be a condominium association, and is not intended to, and shall not be governed by the provisions of Florida Statutes, Chapter 718.

Signed, sealed and delivered
in presence of:

BY: ARTISTIC DEVELOPMENT CORPORATION,
a Florida Corporation, as Declarant

(Witness #1 Sign) [Signature]
(Witness #1 Print) matthew mauer

[Signature] (SEAL)
SALIM KHOURY, President

(Witness #2 Sign) [Signature]
(Witness #2 Print) David Wallace

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SALIM KHOURY, as President of ARTISTIC DEVELOPMENT CORPORATION, a Florida Corporation, as Declarant to me personally known to be the person described in and who executed the foregoing instrument and they acknowledged before me under oath that they executed the same.

WITNESS my hand and official seal in the State and County last aforesaid this 23 day of March, 2000.

My commission expires:

[Signature]
Notary Public

