

DECLARATION OF RESTRICTIVE COVENANTS

GRAND ISLES

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DECLARATION OF RESTRICTIVE COVENANTS

GRAND ISLES

THIS DECLARATION OF RESTRICTIVE COVENANTS is made by CENTEX LENNAR JOINT VENTURE, a Florida Joint Venture ("Declarant"), and GRAND ISLES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in Exhibit "A" ("Properties") attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of subjecting the Properties to the covenants, conditions and restrictions hereinafter set forth; and

WHEREAS, each covenant, condition and restriction hereinafter set forth is for the benefit of, and binding upon, the Properties, and each present and future owner of interests therein, their heirs, successors and assigns;

NOW, THEREFORE, Declarant hereby declares that the Properties shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. "A.C.C." The Architectural Control Committee established pursuant to Article XII hereof.

Section 2. "Annexation Notice". The notice by which additional lands are subjected to the provisions of this Declaration as more particularly described in Article III.

Section 3. "Articles". The Articles of Incorporation of the Association filed with the Florida Secretary of State attached hereto as Exhibit "B".

Section 4. "Assessments". Any assessments made in accordance with this Declaration.

Section 5. "Association". The GRAND ISLES MASTER HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 6. "Board". The Board of Directors of the Association.

Section 7. "By-Laws". The By-Laws of the Association attached hereto as Exhibit "C".

Section 8. "Common Area". All real property (and interests therein and improvements thereon) and personal property within the Properties, as they exist from time to time, and all additions thereto, which is, or is to be, designated as Common Area by Declarant and, provided for, owned or leased by, or dedicated to, the common use and enjoyment of the Owners which may include, without limitation, open space areas, recreation facilities (which may include, but not be limited to, swimming pools and decks, tennis courts, basketball courts, tot lot, and a recreational building consisting of restrooms, exercise equipment and meeting room(s)), lakes, fountains, irrigation pumps and lines, parks, sidewalks, streets, service roads, site walls, commonly used utility facilities, project signage, commonly used parking areas and easements, commonly used lighting, entranceways and features and guardhouses. The Common Area shall also include all portions of the Properties which are designated as such by Declarant or on any plan or map prepared by Declarant. The Common Area does not include any Homesites.

Section 9. "Community". The Community known as GRAND ISLES in which the Properties are located. The Declarant may, when amending or modifying the description of Properties subject to the operation of this Declaration, also amend or modify the definition of the Community.

Section 10. "Community Completion Date". The date upon which all Homesites in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

Section 11. "Community Standards". Such standards of conduct, maintenance or other activity, if any, established by Declarant, the Association, the A.C.C., the Board or any committee thereof relating to, amongst other things, activities described in Article XII hereof.

Section 12. "Declaration". This Declaration.

Section 13. "Declarant". CENTEX LENNAR JOINT VENTURE, its specific designees, successors and assigns.

Section 14. "Exclusive Common Area". Those portions of the Common Area which have been restricted to use by less than all Owners.

Section 15. "Home". A residential dwelling and appurtenances thereto constructed on a Homesite within the Properties.

Section 16. "Homesite". A parcel of real property upon which a Home has, or will, be constructed. Once improved, the term Homesite shall include the Home and all improvements thereon and appurtenances thereto. The term Homesite, as used herein, may, or may not, reflect the same division of property as exists on the underlying Plat affecting the Properties.

Section 17. "Lender". The holder, insurer or guarantor of a first mortgage encumbering a Homesite.

Section 18. "Management Firm". The firm designated by the Declarant and/or Association as the Manager of these portions of the Properties which they are, respectively, obligated to operate and/or manage hereunder, if any.

Section 19. "Master Declaration". Any Declaration of Covenants and Restrictions encumbering the PUD as a whole, filed in the Official Records of Palm Beach County, Florida, if applicable.

Section 20. "Master Plan". The proposed Master Plan for the development of the Community, as it exists as of the date of recording this Declaration. The Master Plan is subject to change as set forth herein. References to the Master Plan are for the purpose of identifying the various Homesites and Common Areas which may be subjected by Declarant to the provisions hereof and shall not be deemed to obligate the Declarant to do so, or, be deemed to be a representation by Declarant as to the development of the Community or its amenities.

Section 21. "Operating Costs". All costs of ownership, operation and administration of the Association and Common Area and/or to be paid by the Association hereunder, including, but not necessarily limited to, funds expended by Declarant prior to conveyance and/or dedication of the Common Area, utilities, taxes, insurance, bonds, security costs, salaries, management fees, professional fees, administrative costs, service costs, supplies, maintenance, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Association and/or as provided herein.

Section 22. "Owner". The record owner (whether one or more persons or entities) of fee simple title to any Homesite. The term "Owner" shall not include Declarant or those persons or entities designated by Declarant, or a Lender or those having an interest in a Homesite or a portion of the Properties merely as security for the performance of an obligation.

Section 23. "Plat". The Plat of the Properties as filed in the Public Records of Palm Beach County, Florida, as the same may be

amended by Declarant, from time to time.

Section 24. "Properties". That certain real property described in Exhibit "A" affixed hereto and made a part hereof, subject to additions thereto or deletions therefrom as may hereafter be brought within, or deleted from, the provisions and applicability of this Declaration.

Section 25. "Public Records". The Public Records of Palm Beach County, Florida.

Section 26. "PUD". The development known as Orange Point PUD as filed with applicable governmental authorities.

Section 27. "Rules and Regulations". The Rules and Regulations affecting the Properties as adopted from time to time.

Section 28. "Special Assessments". Those Assessments more particularly described as Special Assessments in Article XI hereof.

Section 29. "Withdrawal Notice". The notice by which portions of the Properties are withdrawn from the provisions of this Declaration as more particularly described in Article III hereof.

ARTICLE II TERM, AMENDMENT

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of Fifty (50) years from the date this Declaration is recorded in the Public Records. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years unless otherwise terminated as provided herein.

Section 2. Amendment. The Declarant shall have the right, at any time until the Community Completion Date, to amend this Declaration as it, in its sole discretion, deems appropriate. After the Community Completion Date, except as provided to the contrary herein or as otherwise consented to by Declarant, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) seventy-five percent (75%) of the Board; and (ii) those persons or firms entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the Community Completion Date, the Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the Community Completion Date, shall affect the rights of Declarant without the prior written consent of the Declarant, which may be withheld in Declarant's sole discretion.

No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Lender enjoying the benefit of such provisions.

Notwithstanding anything contained herein to the contrary, if the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration then the prior written consent of such entity or agency must also be obtained.

ARTICLE III ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Declarant. Until the Community Completion Date or thereafter as may be required to comply with the requirements of governmental entities, additional lands may be annexed to the Properties by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lender). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an annexation notice in the Public Records. The Annexation Notice shall refer to this Declaration and, by doing so, shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions and restrictions of this Declaration, thereby subjecting the annexed lands to the covenants, conditions and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Properties. The Annexation Notice may contain additions to, deletions from, or modifications of, the covenants, conditions and restrictions contained in this Declaration as deemed appropriate by Declarant and as the Declarant may deem necessary to reflect the different character, if any, of the annexed lands.

Section 2. Annexation by Members. Subject to the provisions of Section 1 above, after the Community Completion Date, additional lands may be annexed with the consent of the Board and membership of the Association obtained as set forth in Article II, Section 2, hereof, and compliance with applicable governmental requirements.

Section 3. Withdrawal. Until the Community Completion Date, or thereafter as may be required to comply with the requirements of governmental entities, any portions of the Properties (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration, by recording a Withdrawal Notice in the Public Records. The right of Declarant to withdraw portions of the Properties shall not apply to any Homesite which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior

written consent of the Owner is obtained. The withdrawal of any portion of the Properties shall not require the consent or joinder of any other party, including, but not limited to, Association, Owners, or any Lender, provided, however, for so long as the ordinances of Palm Beach County so require, the prior written consent of Palm Beach County (by the County Attorney's Office) must be obtained.

Section 4. Paramount Right. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, convey (by absolute conveyance, easement or otherwise), any portions of the Properties, for various public purposes, or to make any portions of the Properties part of the Common Area, or to create and/or implement a taxing or Community Development District which may include all or any portion of the Properties.

Section 5. Vacating Recorded Plat. If required by applicable law or government regulation, Declarant will not vacate any portion of a Plat which provides for open space, unless it vacates the entire Plat of record.

Section 6. Dissolution. In the event of the dissolution of the Association, without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Area in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Area.

Section 7. Owner. In the event of dissolution of the Association or a termination of this Declaration, except as specified to the contrary by Declarant, the Properties and each Homesite shall continue to be subject to the provisions of this Declaration, including, but not limited to, Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Area. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of those portions of the Properties which had been Common Area and continues to be so used for the common use and/or enjoyment of the Owners.

ARTICLE IV BINDING EFFECT AND MEMBERSHIP

Section 1. Agreement. Each Owner by acceptance of title to a

Homesite and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

Section 2. Transfer. The transfer of the fee title to a Homesite, whether voluntary or by operation of law, terminating the Owner's title to that Homesite shall terminate the Owner's rights to the use and enjoyment of the Common Area as it pertains to that Homesite. An Owner's rights and privileges under this Declaration are not separately assignable. The Owner of each Homesite is entitled to the benefits of, and is burdened with the duties and responsibilities according to, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Homesite shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

Section 3. Membership. Upon acceptance of title to a Homesite and as more fully provided in the Articles and By-Laws, each Owner becomes a Class A member of the Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Homesite. The Declarant is the Class B member of the Association.

Section 4. Voting Rights. Voting rights in the Association are governed by the provisions of the Articles and By-Laws.

Section 5. Restrictions. Neither the Association or any Owner, or group of Owners, may record any legal documents which, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration without the prior written consent of Declarant.

ARTICLE V OPERATION OF COMMON AREA

Section 1. Prior to Conveyance. Prior to the conveyance or dedication of portions of the Common Area to the Association, that portion of the Common Area shall be owned, operated and administered by the Declarant, at the sole cost of the Association, for all purposes and uses reasonably intended, as Declarant in its sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer the Common Area without interference from any Owner or Lender or any other person or entity whatsoever.

Section 2. Operation after Conveyance. After the conveyance or dedication of all or a portion of the Common Area to the Association, the portion of the Common Area so dedicated shall be owned, operated and administered by the Association for the use and benefit of the owners of all property interests in the Properties, including, but not limited to, Association, Declarant, Owners and Lenders. Once conveyed or dedicated to the Association, title to the Common Area, as the case may be, may not, subject to the Association's right to grant easements, etc., be conveyed, abandoned, alienated, encumbered or transferred, without: (i) if prior to the Community Completion Date, the prior written consent of Declarant being first had and obtained; and (ii) thereafter, the prior written consent being obtained from the Board and Owners in the manner provided in Article II, Section 2, hereof.

Section 3. Construction of Facilities. Declarant has constructed, or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Area, as the case may be, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant determines, in its sole discretion. Declarant shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to, from time to time, in its sole discretion, construct additional Common Area facilities and improvements within the Community and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities, improvements or Common Area as they are contemplated as of the date hereof.

Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size and contents of the facilities, improvements or Common Area, or changes or modifications to any of them.

Section 4. Delegation. Once conveyed or dedicated to the Association, the Common Area and facilities and improvements located thereon, shall, subject to the provisions of this Declaration, at all times be under the complete supervision, operation, control and management of the Association. The Association may delegate all or a portion of such supervision, operation, control and management to such parties or entities as it deems appropriate, including, but not limited to, sub-associations which are formed to administer portions of the Community, if applicable.

Section 5. Use. The Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be,

members of the Association) entitled to use those portions of the Common Area. Prior to the Community Completion Date, the Declarant, and thereafter, the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

The recreation parcel, pool and associated facilities constructed on Parcel A of the Community shall be restricted for the use of the Owners of Homesites in Parcel A. The expenses associated therewith shall be borne by the Owners of Homesites in Parcel A.

The Declarant shall have the right to designate other Common Areas for the exclusive use of Owners in various parts of the Community.

Section 6. Rules. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall have the right to adopt rules and regulations governing the use of the Common Area. The Rules and Regulations attached hereto are adopted as the initial rules and regulations governing, amongst other things, the use of the Common Area.

Section 7. Districts. In the event that any portions of the Properties are acquired by, or dedicated to, a Community Development District, those portions of the Properties shall be subject to the jurisdiction and control of the Community Development District(s).

Section 8. Exceptions. The Rules and Regulations shall not apply to Declarant, or its designees, or to any property owned by Declarant or its designees, and shall not be applied in a manner which would prohibit or restrict the development of the Community, Properties and the development, construction and sale of any Homesite by Declarant or its designees. Specifically, subject to the provisions of Article XV, and without limitation, Declarant, and/or its assigns, shall have the right to: (i) develop the Properties and construct improvements on any Homesite and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general and administrative office and construction operations on the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Properties for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any of the Properties, Homesites or Homes; (v)

post, display, inscribe or affix to the exterior of a Homesite, Home, or upon the Properties, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Homesites and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties by dredge or dragline, store fill on the Properties and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole and unrestricted discretion of Declarant are necessary for the development and sale of the Properties or any lands or improvements therein, Homesites and Homes.

Section 9. Default. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Properties, Common Area, or any other act of omission by any of them, shall be construed or considered: (a) as a breach by Declarant, or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) as an actual, implied or construction dispossession of another Owner from the Common Area; or (c) as an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

Section 10. Over-all Systems. This Declaration allows for the providing of Common Area and other matters relating to the Community as a whole. Each Owner shall, if requested by the Declarant and/or Association, enter into agreements relating to any of the same.

Section 11. Wetland Preservation, Mitigation, Upland Buffers and Littoral Zones. Lots may contain or be located adjacent to, wetland preserves, mitigation areas, upland buffers and littoral zones which may or may not be subject to conservation easements. Maintenance of such areas shall be the perpetual responsibility of the Association except as otherwise set forth in the conservation easements or as otherwise as required by applicable laws or regulations. The Association shall take such action against Owners as is necessary to enforce the provisions of the conservation easements and/or the permit conditions and/or applicable laws or regulations relating to any permit issued by, or requirement of, the South Florida Water Management District and/or any other governmental or quasi governmental entity having jurisdiction. Such areas may in no way be altered from their natural state. In addition to those requirements of law or permit, the following activities are prohibited within the wetland preservation, mitigation, upland buffer areas and littoral zones: (a) construction or placing of buildings on or about the ground; (b) dumping or placing soil or other substances such as trash in such area; (c) removal or destruction of trees, shrubs or other

vegetation, except for removal of exotic vegetation; (d) excavation, dredging, or removal of soil material; (e) diking or fencing; (f) activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation; (g) the planting of any trees or other vegetation in any littoral zone; and (h) any other activity which in the reasonable judgment of the Association and/or Declarant would diminish or destroy the natural state of such areas or cause the use of such area to not be in accord with applicable governmental regulations.

Section 12. Permanent Markers/Signs. Permanent markers and/or signs are required to be installed and maintained at the edge of the Homesite or buffer as notice of the conservation status of the protected area. The Association shall be responsible for the perpetual maintenance of such signage and/or markers.

Section 13. Water Mains. In the event the Acme Improvement District or Village of Wellington must remove, or requires the Association and/or any Owner to remove, any portion of a driveway which is constructed of pavers and on the Common Area, then the Association will be responsible to replace or repair the driveway at the Association's expense.

Section 14. Conveyance. Within ninety (90) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Area may be dedicated or conveyed by Plat, or by written instrument recorded in the Public Records and/or by Quit Claim Deed from Declarant to the Association. The dedication or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the dedicated or conveyed portions of Common Area and other obligations relating to the Common Area imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association shall be obligated to accept such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Area, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA BEING CONVEYED. The Association shall pay all costs associated with the dedication or conveyance(s).

Section 15. Designation of Operating Entity. The Declarant shall

have the right, but not the obligation, in its sole discretion, to: (i) designate the Association to operate, at the expense of the Association, portions of the Properties prior to, or in the absence of, dedication or conveyance; and (ii) relinquish and/or assign to the Association some or all of the rights reserved to Declarant herein. The Association shall be obligated to accept such designation and assignments and fulfill the obligations relating thereto.

Section 16. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Properties complies with this Declaration, or the allocation of Operating Costs relating thereto, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 17. Other Property. The Declarant and/or Association may enter into easement agreements or other use or possessory agreements whereby the Owners and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, replacement or maintenance of such property, the expenses of which shall be Operating Costs. Any such agreement by the Association prior to the Community Completion Date, shall require the prior written consent of Declarant.

Section 18. Indemnification. The Association and Owners each covenants and agrees, jointly and severally, to indemnify, defend and hold harmless Declarant, its partners and their respective officers, directors, shareholders, and any related persons or corporations, and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Properties or other property serving the Association or Owners, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by the Association.

ARTICLE VI
MAINTENANCE OBLIGATIONS

Section 1. Common Area. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Area, including all improvements placed thereon.

Section 2. Homesites. Except as otherwise provided in this Declaration, each Homesite and all improvements thereon and appurtenances thereto, shall be maintained in first class condition by the Owner thereof, in accordance with the requirements of the Declaration, Community Standards, and the Rules and Regulations promulgated from time to time.

Section 3. Homesite/Yard. The Community may contain various areas in which there is created Homesites of either 45 or 50 feet in width. If elected by the Association, the Association may maintain the front yards of those Homesites and may maintain a commonly used irrigation system if installed by the developer of that area, and assess the costs thereof as an Assessment to be borne solely by the Homesites benefitting thereby on an equal basis.

Section 4. Mailboxes. If so installed by the developer, Homesites shall share the use of a mailbox post with two (2) mailboxes attached. The maintenance of the post shall be shared by the Owners of the two (2) Homesites being served by same. Each Owner shall maintain its mailbox.

Section 5. Fences. Each Owner shall maintain all fencing on its Homesite.

Section 6. Adjoining Areas. Each Owner shall also maintain those drainage areas, swales, lake maintenance easements, drives and pavement and landscape areas which adjoin its Homesite.

Section 7. Negligence. Notwithstanding anything to the contrary contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Common Area necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Area by, through or under Owner, shall be borne solely by such Owner and the Homesite owned by that Owner shall be subject to a Special Assessment for that expense.

Section 8. Right of Entry. The Declarant and Association are granted a perpetual and irrevocable easement over the Properties for the purposes herein expressed, including the right to inspect (including inspection to ascertain compliance with the provisions of this Declaration) or to perform any maintenance, alteration or repair which it is entitled to perform.

Section 9. Additional Maintenance. The Association shall, if designated by Declarant by notice to the Association, maintain vegetation, landscaping, sprinkler system, community identification or features and/or other area or elements designated by Declarant upon areas which are not within the Properties but abut, or are proximate to, same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of the Properties or Community. These areas may include (for example and not limitation) swale areas or median areas within the right of way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights of ways or other abutting waterways.

Section 10. Restrictions. The Properties may be subject to governmental restrictions or requirements. There may be various rights granted to and responsibilities imposed upon the Association and/or Owners, arising from those governmental restrictions or requirements arising out of restrictions, reservations, easements and limitations of record otherwise affecting the Properties. The Association and Owners shall comply with, and discharge their respective duties relating thereto.

ARTICLE VII USE RESTRICTIONS

Section 1. General. Each Owner and its tenants and the members of their respective families, invitees, servants, occupants and guests and other persons or entities shall observe, and comply with, all provisions of this Declaration and of Rules and Regulations which now or may hereafter be promulgated, from time to time, for the use, care, safety and cleanliness of the Community, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Community. The Rules and Regulations as promulgated, from time to time, shall be effective from the date of adoption. Neither the Declarant nor Association shall be bound by the Rules and Regulations or liable to any Owner due to any violation of the Rules and Regulations as promulgated, from time to time. The Rules and Regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

Section 2. Use. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Use of the Common Area is similarly restricted.

Section 3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No

transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy thereof shall be provided to the Association. No Home may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Declaration and related documents.

Section 4. Ownership by Entity. In the event that other than a natural person is an Owner, that Owner shall, prior to the purchase of the Home, designate the person(s) who is to be the occupant(s) of the Home and register such persons with the Association. All provisions of the Declaration and rules and regulations promulgated pursuant thereto shall apply to such Owner and designated occupant(s) as though it/they had title to the Home.

Section 5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Community, Common Area, Homesites or Homes. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Community shall be the same as the responsibility for maintenance and repair of the property concerned.

Section 6. Maintenance. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Homesite. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Homesite. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Subject to the foregoing, Owners whose Homesites adjoin a waterway or lake may, with the prior written consent of Declarant (until the Community Completion Date) and thereafter the Association, utilize the waterway or lake to irrigate provided that no floating or other visible device may be used. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

As concerns Homesites which adjoin water bodies:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shares or easements of the water body unless erected by the Declarant or its affiliates, subject to any and all governmental approvals and permits that may be required.

(b) No solid or liquid waste, litter or other materials may be

discharged into/onto or thrown into/onto any lakes or other body of water or the banks thereof.

(c) Each Owner shall maintain its Homesite to the edge of the water in the adjacent lake, canal or other water body, as such edge may change from time to time, by virtue of changes in water levels, to the extent such maintenance is not performed by any applicable governmental authority.

(d) No landscaping, fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other water bodies unless permitted by the entity or entities to which such easement is dedicated, granted or assigned, and the Association.

Section 7. Subdivision and Regulation of Land, Subdivision of Unit and Time Sharing. No portion of any Homesite shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Community, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.

Section 8. Alterations and Additions. No material alteration, addition or modification to a Homesite or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained as required by the Declaration.

Section 9. Exterior Appearance. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Homesite or Home that is visible from the outside without the prior written approval thereof being first had and obtained as required by the Declaration. No sign may be nailed or attached to Homes or trees or placed in any window within a Home. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the Association. Homes shall be repainted within forty-five (45) days of notice by the Association. Any hurricane or other protective devices visible from outside a Homesite shall be of a type approved by the Association. No window air conditioning unit may be installed in any window in a Home. No exterior visible antennae, aerials, satellite dishes (except as approved pursuant to this Declaration), or other similar equipment shall be placed on

any Homesite without the prior written approval of the Association. No flagpole in excess of ten (10) feet is permitted. Only American flags are permitted to be displayed on such flagpoles. No drapery and window treatment which is visible from outside a Home shall consist of sheets or aluminum or metallic foil or material. Solar film may be installed if it is non-metallic in nature. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval as set forth in the Declaration. Except for seasonal holiday lights, all exterior lighting shall require approval as set forth in the Declaration.

Section 10. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as set forth in the Declaration, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Homesite in the manner as set forth in the Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved as set forth in the Declaration.

Section 11. Animals. No animals of any kind shall be raised, bred or kept within the Community except that normal fish tanks or two (2) domestic pets or animals (i.e. dogs or cats) may be kept harbored in a Home or on Homesite so long as such pet or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home or on a Homesite is a nuisance shall be conclusive and binding on all parties. All pets shall be kept only in the Home or within a fenced yard area, provided that; no pet or animal shall be "tied out" on the exterior of the Home or in the Common Area, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Homesite, except where screened from view and, provided, that the use thereof does not create a nuisance. All pets shall be walked on a leash not to exceed six feet (6') in length. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Community designated for such purpose, if any, or on that Owner's Homesite. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this paragraph.

Section 12. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. No firearms shall be discharged within the Community. Nothing shall be done or kept within the Common Area, Homesite or Home which will increase the rate of insurance to be paid by the Association.

Section 13. Obstructions. The sidewalks, entrances, passages, roadways, drainage facilities, and all other Common Areas may not be obstructed, encumbered or used by Owners for any purpose other than the purpose for which they were designed.

Section 14. Common Area. The Common Area shall be used in accordance with the Declaration and rules and regulations promulgated relating thereto. All persons using the Common Area shall do so at their own risk.

Section 15. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Area, Homesite or Home which is unsightly or which interferes with the comfort and convenience of others.

Section 16. Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. Trash, garbage and other waste shall only be kept on a Homesite in sanitary containers or garbage compactor units. No outside burning of trash, garbage, refuse, wood, or leaves or any other material is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Homesite so as to be visible from outside the Homesite. Subject to the provisions of F.S. 163.04 to the extent applicable, no clotheslines, rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Homesite.

Section 17. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the rules and regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

Section 18. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Area.

Section 19. Parking. The parking facilities shall be used in accordance with the regulations adopted by the Association. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway of the

Homesite and not in the roadway or swale. Automobiles without advertising or logos shall be permitted to park on driveways and in garages. Automobiles with advertising or logos shall be parked only in closed garages of a Home. Travel trailers, motor coaches, motor homes, mobile homes and any other trailer or vehicle not specifically described shall not be parked in the Community at any time. No vehicle which cannot operate on its own power shall remain on the Community for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within the Community, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Community except in the garage of a Home. Trucks rates one-half (1/2) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in the Community if parked in closed garages. Such trucks and non-passenger vans shall also be permitted in driveways for periods of less than four (4) hours. Trucks of more than one-half (1/2) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular form of transportation, are not permitted to be parked in the Community unless present solely for the actual repair or construction of a residence.

Section 20. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Area except in areas designated for those purposes by the Association.

Section 21. Oil. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Homesite and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Homesite, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Homesite. No person shall subject a Homesite or any portion of the Community to any hazardous materials.

Section 22. Protection. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying the Association; (2) removing all removable furniture, plants and other objects from outside the Home; and (3) designating a responsible firm or individual to care for the Home; should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the Association. Such firm or individual shall contact the Association for permission to install or remove approved shutters or enclosures. The Association shall have no responsibility of any nature relating to any unoccupied Home.

Section 23. Commercial Activity. Except for normal construction

activity and sale and re-sale of Homesites, no commercial or business activity shall be conducted in any Home or within the Community. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed on the Community without the prior written consent of the Association. No garage sales are permitted.

Section 24. Completion and Sale of Units. Neither the Owners nor the Association, nor their use of the Community, shall interfere with the completion and sale of Homesites within the Community.

Section 25. Fences. Shadowbox fencing will be utilized for the privacy wall on zero lot line homes within Parcel A of the Community and may also be used for similar purposes in other portions of the Community. Such fencing will not be allowed along the lakes or on the corners in any way so as to obstruct the view.

On Homesites of 65 feet in width, including Parcel B of the Community, unless otherwise specified by Declarant, only white aluminum picket fencing and/or green or black vinyl clad chain link fencing with hedge on the outside of the fence, will be permitted. The hedge and fence must be within the property line so that the Owner can maintain the hedge and fence without unnecessarily going upon the Homesite of others. The hedge must be the height of the fence at the time of installation and must be maintained at a height no higher than 6 feet.

Section 26. Standards, Rules. The Association, through the Board, shall have the right to promulgate and impose further rules and thereafter modify, alter, amend, implement, clarify, rescind and augment any of these rules and regulations or any of the same with respect to the use, operation and enjoyment of all or a portion of the Community, the Common Area, and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of Common Areas and establishing hours and manner of operation). Prior to the Community Completion Date, to be effective, any such additional rules, etc. shall require the prior written consent of Declarant, which may be granted or denied in its sole discretion.

Section 27. Exemptions. The rules and regulations set forth above and any additional rules and regulations promulgated in the future shall not apply to Declarant, or designees of Declarant, or Homesites owned by Declarant, or designees of Declarant, except restrictions on the presence of pets. During construction, builders shall be exempt from those portions of these rules and regulations which are in conflict with normal construction activities but are subject to any agreements with Declarant concerning construction of improvements on Homesites.

ARTICLE VIII INSURANCE

The Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

Section 1. Flood Insurance. If the Common Area is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage, in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Area located within a designated flood hazard area.

Section 2. Liability Insurance. Commercial general liability insurance coverage, providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

Section 3. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

Section 4. Homes. Each Owner shall maintain adequate insurance to provide sufficient proceeds to rebuild its Home and related improvements in the event of casualty. The Home shall be rebuilt promptly after casualty. Proof of such insurance shall be provided to the Association upon request.

Section 5. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a Management Firm, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount and terms of the fidelity bond shall be based upon reasonable business judgment.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner relating to the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Responsibility. In the event of damage to the Common Area, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In the event of damage to a Homesite, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

Section 8. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s) and, prior to the Community Completion Date, as deemed appropriate by Declarant, in its sole discretion.

Section 9. Additional Insured. The Declarant and its lender(s), if any, shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

Section 10. Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

ARTICLE IX PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Properties shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Area which it is entitled to use for their intended purpose, subject to the following provisions:

(a) The right of Declarant to restrict the use of certain portions of the Common Area to the Owners of certain Homesites as Exclusive Common Area.

(b) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

(c) The right to suspend the use of all (except ingress and egress and necessary utilities) or a portion of the Common Area by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid and, for a period not to exceed sixty (60) days, per occurrence, for any infraction of Rules and Regulations governing the use of the Common Area.

(d) The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Area to any public agency,

authority or utility for such purposes and subject to such conditions as may be agreed. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

(e) The right of Declarant and/or Association to modify the Common Area as set forth in this Declaration.

(f) The rights of Declarant and/or Association regarding the Properties, as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

(g) Rules and Regulations adopted governing use and enjoyment of the Common Area.

Section 2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon, or be designed as a part of, the Common Area, and for vehicular traffic over, through and across such portions of the Common Area as, from time to time, may be paved and intended for such purposes. The use of the ingress and egress easements shall be subject to such restrictions as to usage and Rules and Regulations as promulgated, from time to time, by the Declarant and/or Association. Specific and/or additional easements may also be created, from time to time, by Declarant and/or Association, in accordance with the provisions hereof.

Section 3. Of Record. The Properties are subject to easements, reservations, restrictions, conditions, declarations and limitations of record, now or hereafter created. In the event Declarant, or its nominees, or an entity affiliated with it, files, or joins in, additional matters of record relating to all or a portion of the Community which effect the Properties, then the Properties shall be subject to the terms thereof as if they were recorded prior to the recording of this Declaration.

Section 4. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and such other parties over, upon, across, and under the Properties as may be required in connection with the development of the Community, Properties and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homesites and Homes and other lands designated by Declarant.

Section 5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Area to occupants or lessees of that Owner's Home subject to the provisions of this

Declaration and the Rules and Regulations, as may be promulgated, from time to time. A copy of the lease or occupancy agreement shall be provided to the Association and Operating Entity. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

Section 6. Easement for Encroachments. In the event that any improvement upon Common Area or Homesite, as originally constructed, shall encroach upon any other property or improvements thereon, for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

Section 7. Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Properties (including Homesites and/or Homes) for cable t.v., security systems, utilities, roads, and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

Section 8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Properties (including Homesites and Homes) for the reasonable and necessary maintenance of Common Area, utilities, cables, wires and other similar facilities.

Section 9. Drainage. A nonexclusive easement shall exist in favor of Declarant, the Association, and their designees, and the Water Management District having jurisdiction over the Properties over, across and upon the Properties for drainage and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the Properties (including Homesites and Homes) in order to construct, maintain or repair, as necessary, any water management areas and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage of the Properties and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Properties and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or

the use rights set forth elsewhere in this Declaration.

Section 10. Lake and Canal Maintenance Easement. There is a lake and canal maintenance easement around the lakes and canal(s) which is part of the Common Area. Said easement is contiguous to the rear yard of those Homesites bordering on the lakes and canals. It is the responsibility of each Owner whose Homesite borders on the lakes or canals to maintain that portion of the lake and canal maintenance easement contiguous to the rear lot line of said Homesite.

Section 11. Zero Lot Line Maintenance and Easements.

(a) Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. The Owner of the Zero Lot Line Wall shall have an easement over the adjoining Homesite, as set forth in Paragraph B herein, in order to maintain said Zero Lot Line Wall and for ingress and egress to the Zero Lot Line Wall. In no event shall any Owner cut a window or any opening in the Zero Lot Line Wall. No Owner shall make any structural changes in the Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the Association. In the event the Association shall determine that the Zero Lot Line Wall has been damaged by the adjacent Homesite Owner, the Owner causing the damage shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Association. In the event such repair is not accomplished by the Owner causing the damage, within thirty (30) days, unless extended by the Association, the Association shall have the right at reasonable times to enter the adjacent Homesite to effect such repair, and the cost thereof shall be charged to the adjacent Homesite Owner, and if not paid in a timely manner, shall become a lien on such adjacent Homesite.

(b) Developer hereby grants to each Owner with a Zero Lot Line Wall, a maintenance access easement over the Homesite adjoining the Owner's Zero Lot Line Wall for the maintenance of said Zero Lot Line Wall and any wing wall attached thereto and for maintenance of any appurtenant landscaping and for ingress and egress to the Zero Lot Line Wall, wing wall and landscaping. The Easement shall be two (2) feet in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Homesite on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line Wall and wing wall and landscaping, if any, or which would in any way interfere with the easement holders' ability to maintain the Zero Lot Line Wall and wing wall, if any, of which would in any way interfere with easement holders access to its rear yard, except that a wall or fence may be constructed by Declarant across the Easement Area so long as a door is constructed in such

wall or fence so as to provide access to the holder of the easement. The Owner, in his favor, the easement exist shall have the right to enter upon the Easement Area in order to perform work relating to the maintenance of the Zero Lot Line Wall and/or fence and wing wall, if any, and for ingress and egress to his rear yard.

(c) The Owner, its permittees, contractors, subcontractors, suppliers, laborers and other service personnel shall only enter onto the appurtenant maintenance access easement for purposes of maintaining, repairing and replacing those portions of its Homesite, including, without limitation, the wall and roof (including, without limitation, roof eaves), fences, landscaping and other installations, which cannot be conveniently maintained, repaired or replaced solely from the Homesite. The right of such Owner to use the maintenance access easement shall be limited to the aforesaid uses and such Owner shall not do anything which: (i) causes damage to the Homesite, or any improvements or landscaping thereon, which is not promptly remedied by said Owner; (ii) creates an undue hazard to persons (or pets) on or coming onto the Homesite; or (iii) is in furtherance of any activity which is, or would result in, a violation of the restrictions set forth in this Declaration, including, without limitation, alterations which have not been approved pursuant to the provisions of this Declaration. An Owner shall, by virtue of making use of the maintenance access easement, be deemed to agree to indemnify the Owner of the adjacent Homesite for any and all losses or damages incurred by reason of the former's violation of the restrictions of the preceding sentence.

(d) An Owner shall not make any improvements to its Homesite (including, without limitation, the placement of landscaping) which unreasonable interferes with the permissible uses of the maintenance access easement appurtenant to the adjoining Homesite.

(e) An easement is created for the natural drainage of water from the roof and/or eaves of any Zero Lot Line Homesite.

(f) The cost of reasonable repair and maintenance of a Zero Lot Line Wall or fence shall be shared by the Owners who make use thereof in proportion to such use.

(g) If a Zero Lot Line Wall or fence is destroyed or damaged by fire or other casualty, the Owner utilizing same shall contribute to the cost of restoration thereof in proportion to such use, without prejudice however to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or wilful acts or omissions. In the event that an Owner shall fail or refuse to pay his prorata share of costs of repair or costs of replacement of the Zero Lot Line Wall, then in that event, the person or persons advancing

monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records of Palm Beach County, Florida, and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a mechanic's lien, provided, however, said claim lien must be filed within ninety (90) days from the date repairs or replacements are made to the Zero Lot Line Wall, and suit thereon shall be commenced one (1) year from the date such lien is filed.

(h) Notwithstanding any other provision of this Section, an Owner who by its negligent or willful act causes the Zero Lot Line Wall to be exposed to the elements, shall bear the cost of furnishing the necessary protection against such elements.

(i) The right of any Owner to contribution from any other Owner under this Section shall run with and be appurtenant to the land.

Section 12. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

ARTICLE X ASSESSMENTS

Section 1. Types of Assessments. In addition to the obligations of Owners set forth elsewhere in this Declaration, there are several types of Assessments for which Owners are liable, as follows:

(a) Assessments for all Operating Costs.

(b) The Association may levy additional Assessments for any purpose, including, without limitation, expenditures for capital improvements for or on Common Area or for reconstructing or replacing such improvements. Until the Community Completion Date, Assessments for capital improvements shall require the prior written consent of the Declarant. Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Assessment is approved.

(c) Assessments for which one or more Owners (but less than all Owners) are subject, such as, costs of special services provided to a Homesite or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Homesite.

Section 2. Designation. The designation of Assessment type shall

be made by the Association and shall be binding upon all Owners. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budgets prepared by the Association.

Section 3. Allocation of Operating Costs.

(a) For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial Budget.

(b) Assessments shall be based upon the level of services provided to Homesite, as determined by the Association from time to time.

(c) Commencing on the first day of the period covered by an annual budget, and until the adoption of the next annual budget, the Operating Costs shall be allocated so that each Owner shall pay its pro-rata portion based upon a fraction, the numerator of which is one (1) and the denominator is 611 provided, however that the Declarant reserves the right to have the denominator be the number of Homesites in the Properties conveyed to Owners as of the immediately preceding October 31st. If such election is made, the Declarant shall notify the Association and the Association and Owners shall be bound thereby.

(d) In the event the Operating Costs estimate for the year is, after the actual Operating Costs for that period is known, more or less than the actual costs, then the difference shall, at the election of the Association: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately refunded to, or collected from, the Owners.

The Association shall have the unequivocal right to collect retroactively any cost which Assessment shall relate back to the date that the Assessment could have been made.

(e) Homesites owned by Declarant or any developer affiliated with Declarant or its partners are not subject to payment of Operating Costs or assessments. The Declarant is obligated to pay any Operating Costs incurred that exceed the Assessments receivable from the other Owners and other income of the Association.

(f) Each Owner agrees that so long as it does not pay more than the required amount, that Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

Section 4. Special Assessment Allocation. Except as herein specified to the contrary, Special Assessments shall be made against the Owners benefiting from, or subject to, the special

service or cost as specified by the Association.

Section 5. Commencement of First Assessment. Assessments shall commence, as to each Owner, on the day of the conveyance of title of a Homesite to an Owner. The Assessments in effect at that time shall be adjusted according to the number of months remaining in the Assessment period after such date.

Section 6. Initial Budgets. The initial budget prepared by Declarant is adopted as the Association budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by the Association.

Section 7. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

(a) Assessments shall be established by the adoption of a projected annual operating budget. Written notice of the amount of, and date of commencement thereof, shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Assessments shall be payable monthly or at such other less frequent times as determined by the Association, not less often than quarterly.

(b) Special Assessments against the Owners and all other fees, dues and charges, may be established by the Association, from time to time, as shall be payable at such time or time(s) as the Association may determine.

(c) The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including a Management Firm, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special services provided to, or for the benefit of an Owner or Homesite, for any special or personal use of the Common Area, or to reimburse the Association for the expenses incurred in connection with that service or use. The sums so established shall be payable by the Owner utilizing the service or facility as determined by the Association or Management Firm, if any.

(d) The budget may, at the election of the Association or Declarant, establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area.

(e) The Association may, but is not obligated to, establish a working capital fund for the operation of the Association. Each Owner shall pay an amount equal to the sums determined to be then due from that Owner. The purpose of this fund is to assure that

the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payments of regular Assessments.

(f) The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner or Lender. Upon demand, a certificate shall be furnished to the Owner making the request setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated.

(g) Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

Section 8. Payment of Assessments. Each Owner, by acceptance of title to a Homesite, shall be deemed to have covenanted and agreed to pay the following dues, fees, charges and Assessments:

(a) General Assessments;

(b) Assessments for capital improvements, emergencies, and/or non-recurring expenses;

(c) Assessments of any kind for the creation of reasonable reserves or working capital;

(d) Special Assessments and charges for special services;

(e) Assessments and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

Each Owner shall pay all taxes and obligations relating to its Homesite which, if not paid, could become a lien against the Homesite which is superior to the lien for Assessments created by this Declaration.

Section 9. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Homesite, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and

continuing lien in favor of the Association encumbering the Homesite and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Homesite, name of the Owner, and the amounts due as of that date. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, charge, fee, together with interest, late fees, costs and reasonable attorneys' fees, etc. shall be the personal obligation of the person who was the Owner of the Homesite at the time when the Assessment became due, as well as that persons heirs, devisees, personal representatives, successors or assigns.

Section 10. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Homesite, if the mortgage is recorded in the public records prior to the Claim of Lien set forth in this Declaration. The lien shall not be affected by any sale or transfer of a Homesite, except in the event of a sale or transfer of a Homesite pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Homesite or chargeable to the former owner of the Homesite which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Homesite from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 11. Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments against that Owner for up to the next ensuing twelve (12) month period.

Section 12. Non-payment of Assessments. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest in an amount equal to 18% percent (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Homesite, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all

costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Area, or abandonment of a Homesite.

Section 13. Exemption. Declarant shall, at the election of the Declarant, either pay assessments for Homesites owned by Declarant, or, fund any deficits in the Operation Budget of the Association.

Section 14. Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant, as the case may be, shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys', and paralegals', fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant, for such purposes.

Section 15. Rights to Pay Assessments and Receive Reimbursement. The Association, Declarant and any mortgagee of a Homesite shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Homesite. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due. Further, Declarant shall have the right, but not the obligation, at its sole option, to loan funds to the Association and pay items of Operating Costs on behalf of the Association. The entity advancing such sums shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate plus 2%, plus any costs of collection including, but not limited to, reasonable attorneys' (and paralegals') fees at all levels including appeals, collections and bankruptcy.

ARTICLE XI INFORMATION TO LENDERS AND OWNERS

Section 1. Availability. There shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances to any Owner and/or Lender current copies of this Declaration, the Articles and By-Laws, Community Standards and Rules and Regulations.

Section 2. Copying. Any Owner and/or Lender shall be entitled,

upon written request and at its cost, to a copy of the documents referred to above.

Section 3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the Owner and address), the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of a Homesite;

(b) Any delinquency in the payment of Assessments or charges hereunder owed by an Owner of a Homesite subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

(d) Any proposed action (if any) which would require the consent of a specific mortgage holder.

ARTICLE XII ARCHITECTURAL CONTROL

Section 1. Architectural Review and Approval. It is the intent of this Declaration to create a general plan and scheme of development of the Properties of high quality. Accordingly, the A.C.C. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed improvements within the Properties by Owners other than Declarant or its nominees. The A.C.C. shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, and location of any proposed improvements, relationship to surrounding structures and topography and as to conformity with such other reasonable requirements as shall be adopted by A.C.C. The A.C.C. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed by applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

Section 2. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated, from time to time. The Community Standards as promulgated, from time to time, shall be effective from the date of adoption. The Community Standards as promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect

of covenants as if set forth herein verbatim.

Section 3. Architectural Control Committee. The A.C.C. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The A.C.C. shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the A.C.C., and to appoint, remove and replace all members of the A.C.C.. The Declarant shall determine which members of the A.C.C. shall serve as its chairman and co-chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the A.C.C. shall fill the vacancy by appointment. At the Community Completion Date, or at such earlier date as Declarant, in its sole discretion may elect, the Declarant shall assign such rights to the Association.

Section 4. Membership. There is no requirement that any member of the A.C.C. be a member of either the Association or an Owner.

Section 5. Quorum. A majority of the A.C.C. shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the A.C.C.. In lieu of a meeting, the A.C.C. may act in writing.

Section 6. Power and Duties of the A.C.C. No material improvements or change in color or landscaping which is visible from the exterior of the Home shall be constructed, erected, removed, planted or maintained, nor shall any material addition to or any change, replacement or alteration of the improvements constructed by Declarant which is visible from the exterior of the Home be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the A.C.C.

Section 7. Procedure. Each Owner shall, in applying for the approval of the A.C.C. follow the following procedures:

(a) Each applicant shall submit an application to the A.C.C. with respect to any proposed improvement or material change in an improvement, together with the required information and fee(s) as established by the A.C.C. The application shall include such information as may be required by the application form adopted by the A.C.C. The A.C.C. may also require submission of samples of

building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the A.C.C., such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and a surface water drainage plan showing existing and proposed design grades, contours relating to the pre-determined ground floor finish elevation, pool plans and specifications, and a time schedule for completion, all as reasonably specified by the A.C.C.

(b) In the event the information submitted to the A.C.C. is, in the A.C.C.'s opinion, incomplete or insufficient in any manner, the A.C.C. may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

(c) No later than thirty (30) business days after receipt of all information required by the A.C.C. for final review, the A.C.C. shall approve or deny the application in writing. The A.C.C. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.C.C.'s sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the A.C.C. shall consider the suitability and aesthetics of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.C.C. fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved by the A.C.C.

(d) Construction of all improvements shall be completed within the time period set forth in the application and approved by the A.C.C.

(e) In the event that the A.C.C. disapproves any plans and specifications, the applicant may request a rehearing by the A.C.C. to re-review the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the A.C.C., unless applicant waives this time requirement in writing. The A.C.C. shall make a final written decision no later than thirty (30) days after such meeting. In the event the A.C.C. fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved.

(f) Upon continued disapproval, and unless the members of the Board and A.C.C. are the same, the applicant may appeal the

decision of the A.C.C. to the Board within thirty (30) days of the A.C.C.'s written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the A.C.C., or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section 8. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the A.C.C. shall be subject to the approval of the A.C.C. in the same manner as required for approval of original plans and specifications.

Section 9. Variances. The Association or A.C.C. shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

Section 10. Permits. In connection with any approved improvements, the Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 11. Drainage. Notwithstanding anything contained herein to the contrary, no change shall negatively affect drainage or drainage facilities serving either the Homesite or the Community, without proper remediation as required by the A.C.C.

Section 12. Solar Devices. To the fullest extent permitted by law, the A.C.C. shall have the right to regulate the design, aesthetics, placement, and method of affixing solar collectors or other energy devices based upon renewable resources. These rights are reserved to the A.C.C. for the health, safety and welfare of not only the Owner desiring to install such collectors or devices, but for the protection of all Owners in the Community.

It is not the intent of this Section to prohibit or have the affect of prohibiting such collectors and/or devices.

Section 13. Construction by Owners. The following provisions govern construction activities after consent of the A.C.C. has been obtained:

(a) Each Owner shall deliver to the A.C.C., if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, common areas and other such areas in the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the A.C.C. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Homesites in the Community or be placed anywhere outside of the Homesite upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with such additional rules and regulations relating to the construction site as promulgated by the A.C.C. from time to time.

(b) There shall be provided to the A.C.C., if requested, a list, (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers and the employees of each of them (collectively, "contractors") and changes to the list as they occur during construction. Each contractor shall utilize those roadways and entrances into the Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each contractor's check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

(c) Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its contractors. In the event of any violation of any such terms or conditions by any contractor, or, in the opinion of the ACC, the continued refusal of any contractor to comply with such terms and conditions, after five days notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating contractor from

performing any further services in the Community.

(d) The ACC may, from time to time, adopt standards governing the performance or conduct of owners and contractors within the Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community and, if so, each Owner shall include the same therein.

Section 14. Inspection. There is specifically reserved to the Association and A.C.C. and to any agent or member of either of them, the right of entry and inspection upon any portion of the Properties for the purpose of determination whether any violation exists of the terms of any approval or the terms of this Declaration or the Community Standards.

Section 15. Violation. If any improvement shall be constructed or altered without prior written approval of the A.C.C., or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or A.C.C., cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees incurred by the Association or A.C.C. The costs and fees shall be deemed a Special Assessment and enforceable pursuant to the provisions of this Declaration. The A.C.C. and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

Section 16. Court Costs. In the event of litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the Association and/or A.C.C. shall be entitled to recover court costs, expenses and attorneys' (and paralegals') fees in connection therewith.

Section 17. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the A.C.C., the Association and/or A.C.C. may, in addition to all other remedies contained herein, record a Certificate of Non- Compliance against the Homesite stating that the improvements on the Homesite fail to meet the requirements of this Declaration and that the Homesite is subject to further enforcement remedies.

Section 18. Fines. In the event of a violation of the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association shall also have

the right to levy a fine against the non-complying party of up to \$25.00 per day until the violation is cured. The fine shall be a Special Assessment and enforceable pursuant to the provisions of this Declaration.

Section 19. Certificate of Approval. Prior to the occupancy of any improvement constructed or erected on any Homesite by other than Declarant, or its designees, the Owner thereof shall obtain a certificate of approval from the A.C.C., certifying that the construction of the improvement has, without assuming any liability therefore, been completed substantially in accordance with the approved plans and specifications. The A.C.C. may, from time to time, delegate to a member or members of the A.C.C., the responsibility for issuing the certificate of approval.

Section 20. Community Standards. The Association may, from time to time, adopt, publish or modify Community Standards. The Community Standards shall not require any Owner to alter any approved improvements previously constructed.

Until the Community Completion Date, the prior consent of Declarant concerning the adoption of, and any changes to, the Community Standards must first be had and obtained, which may be granted in its sole discretion.

Section 21. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by the Declarant or its nominees, including, without limitation, improvements made or to be made to the Common Area or any Homesite, shall not be subject to the review of the A.C.C., Association, or the provisions of the Community Standards.

Section 22. Exculpation. Neither the Declarant, the Association, or their respective partners, directors or officers, the A.C.C., the members of the A.C.C., nor any person acting on behalf of any of them, shall be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Declarant, the Association, A.C.C. or their partners, members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Homesite, that it shall not bring any action or suit against the Declarant, the Association or their respective directors or officers, the A.C.C. or the members of the A.C.C., or their respective agents, in order to recover any damages caused by the actions of the Declarant, Association, or A.C.C. or their respective partners, members, officers, or directors in connection with the provisions of this Article. The Association does hereby

indemnify, defend and hold the Declarant, and the A.C.C. and each of their members, officers, or directors harmless from all costs, expenses, and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Owners, Association, A.C.C. or their members, officers and directors. Neither the Declarant, the Association or its directors or officers, the A.C.C. or its members, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE XIII OWNERS LIABILITY

Section 1. Right to Cure. Should any Owner or any person, firm or entity claiming by, through or under Owner, do any of the following:

- (a) Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or
- (b) Cause any damage to any of the Properties, improvement or Common Area; or
- (c) Impede the Declarant or Association from exercising its rights or performing its responsibilities hereunder; or
- (d) Undertake unauthorized improvements or modifications to a Homesite or to the Common Area; or
- (e) Impede the Declarant from proceeding with or completing the development of the Community, as the case may be.

Then, the Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Homesite and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees incurred shall be assessed against the Owner as a Special Assessment or otherwise, as the case may be.

Section 2. Non-Monetary Defaults. In the event of a violation other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or Association

or any other Owner shall notify the party violating such provisions of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

(a) Commence an action to enforce the performance or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, without bond; and/or

(b) Commence an action to recover damages; and/or

(c) Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action including reasonable attorneys' (and paralegals') fees at all levels including appeals, bankruptcy and collections, shall be assessed against the Owner, as a Special Assessment or otherwise, and shall be immediately due and payable without further notice.

Section 3. . No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies, and privileges granted to the Declarant and/or Association and/or A.C.C. pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, 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 any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or 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 this Declaration or Community Standards 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 this Declaration or the Community Standards.

Section 6. Fines. In addition to the fines established herein,

and all other remedies provided for in this Declaration, if and to the extent permitted by law, the Association shall have the right to impose additional fines on an Owner for failure of an Owner, or persons, firms or entities claiming by, through or under the Owner, to comply with any provisions of this Declaration or Community Standards, provided, however, that the Association grant reasonable notice and opportunity to be heard. The decisions of the Association shall be final. Fines shall be in such reasonable and uniform amounts as the Association relating to fines shall determine and shall be assessed against the Owner as a Special Assessment.

ARTICLE XIV RIGHTS OF DECLARANT

Section 1. Sales and Administrative Office. For so long as the Declarant, or its nominee(s), owns any property in the Community or affected by this Declaration or maintains a sales and/or administrative office, the Declarant, or its nominee(s), shall have the right to take such action reasonably necessary to transact any business necessary to administer its interests, consummate the development of the Community and sales and/or leasing of Homesites and/or Homes and/or other properties owned by Declarant. This right shall include, but not be limited to, the right to maintain models, sales or administrative offices and parking associated therewith, have signs on any portion of the Properties, including Common Area, employees in the models and offices, use of the Common Area and to show Homesites. The sales and administrative office and signs and all items pertaining to development, sales and administration remain the property of the Declarant, or its nominees.

Section 2. Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend the Plat and/or Master Plan, modify the boundary lines of the Common Area, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, its nominees, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 3. Promotional Events. Declarant and its nominees shall have the right, at any time, to hold marketing and promotional

events within the Community and/or on the Common Area, without any charge for use. Declarant or its nominees, agents, affiliates, or assignees shall have the right to market the Community and Homesites in advertisements and other media by making reference to the Community, including, but not limited to, pictures of drawings of the Community, Common Area, Homesites and Homes constructed in the Community.

Section 4. Use by Prospective Purchasers. The Declarant and its nominees shall have the right, without charge, to use the Properties and Common Area for the purpose of entertaining prospective purchasers of Homesites or Homes, portions of the Properties or other properties. .

Section 5. Franchise. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Area and shall be entitled to all income derived therefrom.

Section 6. Easements. Declarant reserves the right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, security systems, cable t.v., and other purposes over, upon and across the Properties so long as any said easements do not materially and adversely interfere with the intended use of Homesites previously conveyed to Owners. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date, without the prior written consent of Declarant which may be granted or denied in its sole discretion.

Section 7. Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees at all levels of proceeding. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

Section 8. Additional Development. In the event the Declarant does not subject all proposed real property in the Community to this Declaration, or after submission withdraws portions of the Properties from the operation of the Declaration, the Declarant or its nominees may, but is not obligated to, subject to governmental approvals, create other forms of residential property ownership or

other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Area and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, it at all, as determined by Declarant.

Section 9. Representations. The Declarant makes no representations concerning development in the Community both within the boundaries of the Properties including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homesites or Homes and buildings in all other proposed forms of ownership and/or other improvements on the Properties or in the Community or adjacent or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of dwellings, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 10. CATV. Declarant reserves unto itself and its nominees, successors, assigns and licensees the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more master cable and telecommunications receiving and distribution systems and electronic surveillance systems for all or any part of the Community. Declarant reserves unto itself and its nominees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Properties for the installation, construction and maintenance of such systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Properties for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, services provided by such systems are to serve all of the Homesites, then the cost of the services may, as determined by Declarant, be Operating Costs of the Association and shall be assessed as a part of the Assessments. If any services provided by the System are provided only to some, but not all, of the Homesites, then the cost of any such services shall be an expense for the benefit of the respective Homesite to be assessed as a Special Assessment, or a direct charge by the provider, as the case may be. Declarant has the right to receive, on a perpetual basis, a portion of the revenues derived from such systems as agreed, from time to time,

between the provider of such system and Declarant. The provider may be an affiliate or subsidiary of the Declarant or its joint venturers.

Section 11. Non-Liability. Neither the Association or Declarant or any of its joint venturers, affiliates, or subsidiaries or their respective partners, shareholders, directors, officers, employees, or agents shall in any way or manner be held liable or responsible for any violation of this Declaration by any other person or entity. Neither Declarant nor Association make any representations whatsoever as to the security of the Properties or Homesites or the effectiveness of any gate or other security service. The Association and each Owner does hereby hold Declarant and Association harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Association, nor the Declarant, shall in any way be considered insurers or guarantors of security within the Properties or Homesites. All Owners specifically acknowledge that the Properties may have a perimeter security system, such as fences, walls, hedges, or the like on certain perimeter areas. Neither the Association nor the Declarant, shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Homesite, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and officers, Declarant, their nominees or assigns, or any successor Declarant, and the A.C.C. and its members do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

Section 12. Water Bodies. Neither Declarant, the Association, nor any of their officers, directors, committee members, employees, management agents, contractors or subcontractors shall be liable or responsible for maintaining or assuring the safety, water quality or water level of/in any lake, pond, canal, creek, stream or other water body within the Community or PUD, except as such responsibility may be specifically imposed by, or contracted for with an applicable governmental or quasi-governmental agency or authority, or for any property damage, personal injury or death occurring in, or otherwise related to, any water body. All persons using same shall do so at their own risk.

All Owners and persons utilizing any portion of the Community located adjacent to or having a view of any such water body shall

be deemed, by virtue of their acceptance of the deed to or use of, such property, to have agreed to release all of them from all claims for any and all changes in the quality and level of the water in such water bodies.

All persons are hereby notified that from time to time alligators and other wildlife may inhabit or enter into water bodies within or near to the Community or PUD and such wildlife may pose a threat to person, pets and property. None of the parties indemnified above are under any duty to protect against, and do not in any manner warrant or insure against, any death, injury or damaged caused by such wildlife.

Section 13. Reserved Rights. The Declarant shall have all rights and privileges reserved to it elsewhere in this Declaration.

Section 14. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any affiliate of Declarant or a nominee of either has any further interest of any kind in the Properties and/or Community; or (ii) five (5) years after the Community Completion Date; or (iii) a relinquishment by Declarant in a statement in writing placed in the Public Records; or (iv) twenty-five (25) years after the date of the recording of this Declaration in the Public Records.

ARTICLE XV ASSIGNMENT OF POWERS

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

ARTICLE XVI GENERAL PROVISIONS

Section 1. Authority of Association. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and Owners shall be bound thereby.

Section 2. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

(a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens or Community Standards);

(b) the imposition and collection of Assessments as provided in this Declaration;

(c) proceedings involving challenges to ad valorem taxation; or

(d) counterclaims brought by the Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion.

Section 3. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 28th day of August, 1997.

DECLARANT:

CENTEX LENNAR JOINT VENTURE,
a Florida Joint Venture

BY: Michael J. Belmont
PRINT NAME: Michael J. Belmont
TITLE: Division Manager

WITNESSES:

Shaun D. Delane
PRINT NAME: Shaun D. Delane

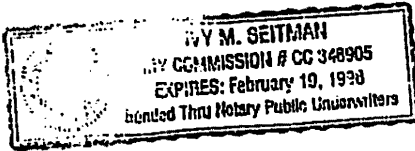
Ivy M. Seeman
PRINT NAME: Ivy M. Seeman

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28th day of August, 1997, by Michael J. Belmont, as Division Manager, of CENTEX LENNAR JOINT VENTURE, a Florida Joint Venture, on behalf of the Joint Venture. He/she is

personally known to me or has produced _____ as
identification and did (did not) take an oath.



Ivy M. Seisman
Notary Public
Print Name: Ivy M. Seisman
(Notary Seal)

ASSOCIATION:

GRAND ISLES MASTER HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation
BY: Tammy Anderson
PRINT NAME: TAMMY ANDERSON
TITLE: PRESIDENT

WITNESSES:

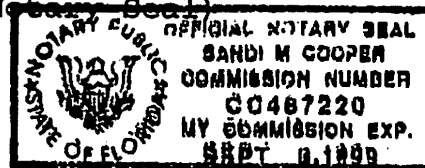
Loren Herbert
PRINT NAME: LOREN HERBERT

Ingrid Sandoval
PRINT NAME: INGRID SANDOVAL

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22
day of August, 1997, by Tammy Anderson, as
President, of GRAND ISLES MASTER HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation, on behalf of the
corporation. He/she is personally known to me or has produced
N/A as identification and did (did not) take an oath.

Sandi M Cooper
Notary Public
Print Name: Sandi M Cooper
(Notary Seal)



LEGAL DESCRIPTION

A PORTION OF SECTION 23 TOWNSHIP 44 SOUTH RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'47" EAST, ALONG THE EASTERLY LINE OF THE ACME DRAINAGE DISTRICT'S CANAL RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1548 AT PAGE 388 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 2605.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°18'47" EAST, ALONG SAID LINE, A DISTANCE OF 1560.44 FEET; THENCE SOUTH 88°27'36" EAST, A DISTANCE OF 1083.23 FEET; THENCE SOUTH 48°21'05" EAST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 164.19 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 50°38'55", A DISTANCE OF 265.20 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 09°00'00" EAST, A DISTANCE OF 433.39 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 10°32'24", A DISTANCE OF 73.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°32'24" WEST, A DISTANCE OF 211.83 FEET; THENCE SOUTH 46°32'24" WEST, A DISTANCE OF 49.50 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF "LAKE WORTH ROAD", A 120.00 FOOT WIDE ROAD RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6320 AT PAGES 1622 THROUGH 1631 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°27'36" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2811.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING SAID RIGHT OF WAY LINE, HAVING A RADIUS OF 2924.79 FEET AND A CENTRAL ANGLE OF 16°28'10", A DISTANCE OF 840.72 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE ACME DRAINAGE DISTRICT CANAL RIGHT OF WAY AS RECORDED IN DEED BOOK 1037 AT PAGES 686 THROUGH 692 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°27'36" EAST, ALONG SAID RIGHT OF WAY LINE, ALSO LYING 50.00 FEET NORTH OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE OF SECTION 23, A DISTANCE OF 282.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A 195.00 FOOT ACME DRAINAGE DISTRICT RIGHT OF WAY AS RECORDED IN DEED BOOK 1037 AT PAGES 686 THROUGH 692 OF SAID PUBLIC RECORDS; THENCE NORTH 00°33'30" WEST, ALONG SAID RIGHT OF WAY LINE, ALSO BEING 195.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTH ONE HALF OF SAID SECTION 23, A DISTANCE OF 2671.68 FEET; THENCE NORTH 02°15'44" EAST, ALONG SAID RIGHT OF WAY LINE, ALSO BEING 195.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE NORTH ONE HALF OF SAID SECTION 23, A DISTANCE OF 91.14 FEET; THENCE NORTH 88°14'59" WEST, A DISTANCE OF 5071.97 FEET TO THE POINT OF BEGINNING.



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ORANGE POINT MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on March 22, 1996, as shown by the records of this office.

The document number of this corporation is N96000001619.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-sixth day of March, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

EXHIBIT "B" TO DECLARATION