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94-444675 T#001
09-09-94 02:00PM

Property Appraiser's Parcel
Identifying No. _____

**COVER PAGE TO
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
WESTRIDGE**

DATED: SEPTEMBER 2, 1994

**BY: L.W. ROZZO, INC. a Florida
corporation**

and

**DOUBLE S INVESTMENTS, a Florida
general partnership**

**LEGAL: All of the WESTRIDGE II Plat
recorded in Plat Book 151, Page 17, of
the Public Records of Broward County,
Florida.**

NO. PAGES ATTACHED: 32

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WESTRIDGE

THIS DECLARATION is made this 2nd day of September, 1994, by L.W. ROZZO, INC., a Florida corporation and Double S Investments, a Florida general partnership, for purposes of declaring that their respective "Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1: The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to WESTRIDGE HOMEOWNER'S ASSOCIATION OF DAVIE, INC., a Florida corporation not for profit.

(b) "Board" shall mean the Board of Directors of the Westridge Homeowner's Association of Davie, Inc., a Florida corporation not for profit, as elected from time to time.

(c) "Common Areas" shall mean and refer to the private roads and open spaces (Parcels A, B, C, D, E, F & G) of the Westridge II Plat recorded in Plat Book 151, Page 17, of the Public Records of Broward County, Florida plus all property designated as Common Areas in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation, all private roadways and structures, open space, lakes, waterways, guard house, pathways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon, and any other property of Developer not intended to be made Common Areas.

(d) "Developer" shall mean and refer to L.W. Rozzo, Inc., a Florida corporation and Double S Investments, a Florida general partnership, (as to their respective Lots), their successors and such of their assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

(e) "Landscaping and Pedestrian Areas" shall mean and refer to strips of land of varying widths abutting the roads within, or adjacent to, the Properties or portions or all of their entire length, notwithstanding that any such strips of land may be located upon Lots. The Developer may establish a physical boundary between the Landscaping Areas referred to above and the other portions of an affected Lot, if any, but in the absence of such physical boundary, the Developer shall have the absolute right to determine the actual boundary and such determination shall be binding on the Association and the Owners. The fact that certain of such Landscaping Areas are not legally described shall not affect their character as provided herein. No Owner shall alter any Landscaping Area or make any use of same contrary to its purposes.

(f) "Lot" shall mean and refer to any Lot on the plat of the Properties, which plat is hereby designated to be subject to these covenants and restrictions, any Lot shown upon any

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resubdivision of said plat, and any other property hereafter declared as a Lot by Developer and thereby made subject to this Declaration.

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(h) "Member's Permittee" shall mean and refer to a person described in Article VIII, Section 3 hereof.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, including Builders and Developer.

(j) "Properties" shall mean and refer to all existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except those which are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(k) "Unit" shall mean and refer to the individual residential structure constructed on a Lot.

(l) "Voting Member" shall mean and refer to the person elected or designated, as applicable, to cast the votes attributable to a Lot as provided herein and in the Articles of Incorporation and Bylaws of the Association.

Section 2: Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation by the Board which is rendered in good faith shall be final, binding and conclusive. If the Board receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board, the Board shall be deemed to have acted in good faith, however, the foregoing notwithstanding the Board shall not be obligated to obtain such a legal opinion and by its failure to do so, the Board shall not be deemed to have acted in bad faith. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Properties, the preservation of the value of the Lots and Units and the protection of Developer's rights, benefits and privileges herein contemplated.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1: Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described as follows:

All of the Westridge II Plat recorded in Plat Book 151, Page 17, of the Public Records of Broward County, Florida

All of said real property (and all improvements thereon), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "the Properties".

Section 2: Supplements. Developer may from time to time subject other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners, the Association or any mortgagee other than that, if any, of the land intended to be added to the Properties) and thereby add to the Properties. To the extent that such additional real property shall be made a part of the Properties, reference herein to the Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Developer to add to the initial portion of the Properties, to develop any such future portions under a common scheme, nor to prohibit Developer (or the applicable Developer-affiliated owner) from rezoning and changing plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, change, addition or deletion thereafter made by Developer (or the applicable Developer-affiliated Owner) and shall evidence such consent in writing if requested to do so by Developer at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision).

Section 3: Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties then owned by Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by Developer.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1: Membership. Every person or entity who is a record Owner of a fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1, which vote shall be cast by a Voting Member on their behalf in accordance with the procedures set forth in the Association's Bylaws.

Class B. The Class B Member shall be Developer. The Class B member shall be entitled to ten (10) votes for each Lot in which it holds an interest. Notwithstanding any provisions contained herein to the contrary, the Developer shall have the right to elect the majority of the Board of Directors of the Association until such time as the Developer no longer holds title to any Lot. The Class B membership shall cease and terminate six (6) months after the last Lot within the Properties has been sold and conveyed by Developer (or its affiliates), or sooner at the election of Developer (whereupon the Class A Members shall be obligated to elect the Association's Board of Directors and assume control of the Association).

Section 3: General Matters. When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, or otherwise, to a majority or specific percentage of Members or vote of the membership, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Voting Members voting for

them (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

ARTICLE IV

COMMON AREAS AND CERTAIN EASEMENTS

Section 1: Members' Easements. Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and any facilities located thereon in compliance with the provisions of this Declaration.

(b) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations.

(d) The right of Developer to permit such persons as Developer shall designate to use the Common Areas.

(e) The right of Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(f) The right of the Association, by a 2/3 affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to any public or quasi-public agency, community development and special taxing district or similar entity under such terms as the Association deems appropriate and to create or contract with a community development and special taxing district for lighting, roads, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except Developer being necessary).

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTIONS 10 AND 11, AND ARTICLE XIV HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 2: Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

Section 3: Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public

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utilities and except those Areas to be maintained by Owners) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibilities to Broward County and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas and shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

In addition to maintaining the Common Areas, the Association shall be responsible for maintaining and replacing all Landscaping Areas to the same standard as that applicable to all other portions of the Properties and an easement over all such Landscaping Areas is hereby granted and declared for such purposes.

All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

Section 4: Utility and Community Systems Easements. Use of the Common Areas for utilities as well as use of the other utility easements as shown on the plat, shall be in accordance with the applicable provisions of this Declaration and said plat. Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

Section 5: Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas for the performance of their respective duties.

Section 6: General Easement in Favor of the Association. The Association shall have the right from time to time to control and regulate all types of traffic on the Common Areas, including the right to prohibit use of same by traffic which in the sole opinion of the Association would or might result in damage to said roadways or other Common Areas or the improvements thereon and the right to control and prohibit parking on all or any part of said roadways. The Association shall also have the right from time to time to control and regulate all types of traffic on and the use and enjoyment of the lakes and waterways in such a manner as the Association deems in the best interest of the Westridge community. The Association shall also have the right to enter upon any portion of the Properties, (including without any limitations, Lots) for the purpose of maintaining any Landscaping Areas and enforcing the provisions of this Declaration and said entry shall not be deemed to be a trespass on the part of the Association, it being understood that by acceptance of a deed, the Owner of a Lot acknowledges the Association's right to enter upon its property for purposes of enforcing this Declaration. In no event shall this Easement grant to the Association the right to enter any Unit of an Owner, without the permission of said Owner. This Easement shall extend to the employees and agents of the Association.

Section 7: Ownership. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of Developer and the Owners of all Lots that may from time to time constitute part of the Properties and all Member's Permittees and Developer's agents, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Article II, Section 3 hereof. The Common Areas (or appropriate

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portions thereof) shall, at any time and from time to time (at the sole election of Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of Broward County. It is intended that any and all real estate taxes and assessments assessed against the Common Areas shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of the values of the Common Areas), proportionally assessed against and payable as part of the taxes of the applicable Lots within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon which accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer and its affiliates and its and their guests, invitees and agents shall have the right from time to time to enter upon the Common Areas and other portions of the Properties (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on the Properties that Developer and its affiliates elect to effect, and to use, without charge, the Common Areas and other portions of the Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Properties or of other portions of adjacent or nearby communities. Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their guests, invitees and agents, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in such completion of the Common Areas to the extent such delays resulted from the need to complete any of the above-referenced activities prior to completion of the Common Areas.

Section 8: Platted Easements and Dedications and Special Landscaping Easement. The easements and dedications as shown on the Westridge II Plat, recorded in Plat Book 151, Page 17, of the Public Records of Broward County, Florida are affirmed and rededicated for the purposes expressed in said Plat. In addition, attached hereto as Exhibit "B" and made a part hereof is the legal description and sketch for the Landscaping Area over certain Lots which shall be used by the Developer for the installation of landscaping and a perimeter wall by the Association and for the maintenance, repair and replacement thereof. The Developer and the Association shall have an easement over this Landscaping Area for the foregoing purposes. Access to this easement shall be through the easements granted in favor of the Association and Developer pursuant to Section 6 and Section 7 respectively of this Article IV. No Owner of any Lot on which a portion of the Landscaping Area is located shall alter any landscaping or the wall or make any use of same.

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ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Developer (and each party joining in any supplemental declaration), for all Lots it owns now or hereafter located within the Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Association, of and for the maintenance, management, operation and insurance of the Common Areas, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 5 hereof, special assessments, as provided in Section 4 hereof, and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien until paid in full upon the Lot against which each such assessment is made, upon the recordation of such lien in the public records of Broward County, Florida. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due and all subsequent Owners of said Lot until paid, except as provided in Section 8 of this Article.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2: Rates of Assessments. The Board of Directors shall budget and adopt assessments for the Association's general expenses.

Section 3: Purpose of Assessments. The regular assessments levied by the Association shall be used for the purposes expressed in Section 1 of this Article and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

Section 4: Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee(s) or (ii) the cost of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the board resolution imposing such assessment or may be of an ongoing nature as provided in Section 6 of this Article.

Section 5: Capital Improvements. Funds which, in the aggregate, exceed \$50,000.00 in any one fiscal year which are necessary for the addition of capital improvements or replacements for which insurance proceeds are not available (as distinguished from repairs and maintenance), relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) vote of the Members of the Association. The cost of any of the aforesaid work which is less than the above-specified threshold amount shall be collected as regular or special assessments upon approval of a majority of the Association's Board of Directors.

Section 6: Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated for reasons deemed necessary by the Board, (including any unanticipated expenses, an increase in the cost of services or supplies or a shortfall in assessments due to the default in payment of an assessment by any Lot Owner) or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

Section 7: Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against the Lots subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

Section 8: Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot from the date of recording said lien in the public records of Broward County, Florida, which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 9 of this Article to the contrary, the personal obligation of Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. All such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid in the manner provided for the foreclosure of the mortgages, or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 9 of this Article.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Section 9: Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10: Developer's Assessments. Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued), or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves), and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). When all Lots within the Properties are sold and conveyed to purchasers, neither Developer nor its affiliates shall have no further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 11: Association Funds.

All Association funds shall be held by the Association in such Commercial Bank, Savings and Loan Association, or like financial institution, the deposits of which are insured by an Agency of the United States and may be invested in interest bearing accounts or in Certificates of Deposits or other like instruments or accounts.

ARTICLE VI

MAINTENANCE OF UNITS, LOTS AND LIMITED COMMON AREAS

Section 1: Exteriors of Units. The Owner of a Lot shall maintain all exterior surfaces and roofs, facias and soffits of all structures (including the Unit) and other improvements located on the Lot (including fences, driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of the Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit and all other structures located on the Lot, including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Any changes in the exterior of any Unit or structure(s) of roofs thereon located

on the Lot, including changes in the design, materials, paint color or stain, from that originally painted or installed by the Builder must be approved by the Architectural Control Board prior to the commencement of such painting or other alteration to the exterior of the Unit or other structure.

Section 2: Lots. The Owner shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Properties as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Section 3: Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit, Lot, or the Limited Common Area appurtenant to such Lot, the Association shall have the right to enter upon such Lot as applicable, and perform such duties; provided, however, that such entry shall be during reasonable hours and only after ten (10) days' prior written notice delivered to Owner specifying the maintenance deficiencies, during which time Owner has not complied with the notice requirements. The Owner having failed to perform its maintenance duties shall be liable to the Association for the costs of performing such remedial work and shall pay an additional administrative charge of fifteen percent of the cost of performing such remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article V hereof.

ARTICLE VII

CERTAIN USE RESTRICTIONS

Section 1: Applicability. The provisions of this Article VII shall be applicable to all of the Properties but shall not be applicable to Developer or any of its designees or Lots or other property owned by Developer or its designees.

Section 2: Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit or any other structure permitted by the Town of Davie and not restricted by this Declaration, such as a guest house or pool house. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until the permanent cessation of such uses takes place. No changes may be made in the exterior of Units erected by Developer or its affiliates (except if such changes are made by Developer) without the consent of the Architectural Control Board.

Section 3: Opening Walls; Removing Fences. Without limiting the generality of Section 11 of this Article, no Owner shall make or permit any opening to be made in any wall or fence (except as such opening is initially installed) installed by the Developer. Further, no such wall or fence, if any, shall be demolished or removed without the prior written consent of Developer (so long as it owns any portion of the Properties) and the Architectural Control Board. Developer shall have the right, but not be obligated, to assign all or any portion of its rights and privileges under this Section to the Association.

Section 4: Easements. Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat covering the Properties, or as provided herein or as provided by separate instrument recorded in the public records of Broward County, Florida. The area of each Lot covered by a Landscaping Area and/or improvements installed by the Association or Developer

shall be maintained continuously by the Association to the extent provided herein, except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all underground water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the plat or by separate instrument recorded in the public records of Broward County, Florida.

Section 5: Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the occupants of other Lots. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing which shall be dispositive of such dispute or question. ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 10 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 6: Temporary Structures: Gas Tanks: Other Outdoor Equipment. Except as may be approved or used by Developer during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Properties at any time (except as otherwise expressly provided to the contrary in Section 12 of this Article) or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool heaters which are screened from view, one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill or such other tank or gas line or apparatus as is designed and used for household purposes and approved by the Architectural Control Board. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Board.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

(a) The exclusive sales agent for the Developer may place a professional sign(s) advertising the Unit for sale.

(b) One sign of not more than one (1) square foot which may be used to indicate the name of the resident(s) of the Unit.

(c) One (1) "for sale" or "for rent" sign may be displayed under the following conditions:

i) The sign may identify the property, the owner or agent and the address and telephone number of the owner or agent relative to the Lot upon which the sign is located.

ii) The face surface of such sign shall not be larger than those real estate listing signs generally utilized in the surrounding area, but in no event greater than two (2) square feet, provided, however, that it shall be permissible to attach not more than two (2) of the following additional signs each of which

may not exceed eighteen (18") inches in width and two and one-half (2-1/2") inches in height and contain any wording other than:

- A. BY APPOINTMENT ONLY
- B. POOL
- C. REALTOR OR ASSOCIATE'S NAME
- D. RENTAL/FOR RENT
- E. ADVERTISING ANY OTHER AMENITY OF THE HOUSE, SUCH AS "WATERFRONT" "TENNIS COURTS", ETC.

In addition, an "Open" or "Open House" sign may be temporarily placed on the Lot, provided that the dimensions are not greater than as set forth in Section 7(c)(ii) above.

iii) The sign shall be constructed of metal, plastic, wood or pressed wood and shall be fastened to a supporting member constructed of either (i) angle iron not exceeding one (1") inch by one (1") inch, or (ii) a wooden post not exceeding four (4") inches by four (4") inches, provided that said supporting member shall be all white or all black in color and have no letters or numbers upon it.

iv) The supporting member shall be driven into the ground to provide that the top of the face of such sign shall not be more than four (4') feet above the finished grade of the ground.

v) All such signs shall be lettered professionally, but such signs shall not be required to be submitted to the Association for approval.

vi) Such sign shall be so erected or placed that its center line is parallel or perpendicular to the front property line.

vii) Such sign shall not be erected or placed closer than five (5') feet from the front of the property line (as opposed to the adjacent street, if different).

viii) Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and the back of the sign.

ix) Where such sign is suspended from an arm of the support, such arm shall not exceed a length or eighteen (18") inches.

x) All such signs shall be erected on a temporary basis.

xi) Such sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material and shall not contain any flags, streamers, movable items or like devices.

xii) Any such sign shall be removed within five (5) days from the date a binding agreement is entered into for the lease of the property, within five (5) days from the date of the closing on the sale of the property or immediately upon the removal of the property from the market, whichever occurs first.

xiii) No sign shall be placed on any Common Areas.

Section 8: Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these

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restrictions. ALL PERSONS ARE REFERRED TO ARTICLE XIII SECTION 10 WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 9: Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, if any, and Owners shall be responsible to clean-up any such excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE UNIT OR FULLY ENCLOSED IN REAR YARD. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. NOTWITHSTANDING ANYTHING PROVIDED ABOVE, NO PIT BULL DOGS SHALL BE RAISED, BRED OR KEPT ON ANY PORTION OF THE PROPERTIES. THE TERM "PIT BULL DOG" AS USED WITHIN THIS PARAGRAPH SHALL REFER TO ANY DOG WHICH EXHIBITS THOSE DISTINGUISHING CHARACTERISTICS WHICH: (A) SUBSTANTIALLY CONFORM TO THE STANDARDS ESTABLISHED BY THE AMERICAN KENNEL CLUB FOR AMERICAN STAFFORDSHIRE TERRIERS OR STAFFORDSHIRE BULL TERRIERS; OR (B) SUBSTANTIALLY CONFORM TO THE STANDARDS ESTABLISHED BY THE UNITED KENNEL CLUB FOR AMERICAN PIT BULL TERRIERS OR ANY SUBSTITUTE FOR THE FOREGOING STANDARDS.

Section 10: Resubdivision of a Lot. No Lot shall ever be resubdivided or replatted in any manner which would result in any Lot upon which a Unit is located having a street or waterway frontage dimension of less than the original site dimension or having less total area than the Lot dimension for a Unit per the plat of Westridge II. In accordance with the foregoing, if a Lot is combined with a contiguous Lot or part thereof for use as a single family dwelling Unit, the new parcel must extend from the fronting street to an existing rear property line or waterway. The owner of the new parcel shall have one vote in the Association and the percentage of the Common Area expenses borne by the Owner of the new parcel shall include the percentage attributable to the portion of the Lot being combined with the contiguous Lot. No Lot shall be increased in size by filling in the waters in which it abuts.

Section 11: Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

Section 12: Architectural Control Board. No building or other structure or improvement of any nature (including, but not limited to, pools, screen enclosures, patios or patio extensions, hedges, other landscaping, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apperati, decorative plaques or accessories, birdhouses, other pet houses, mail boxes, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board (which shall be a committee of no less than three (3) or more than five (5) members which shall be members of the Association appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity, except that while Developer owns any Lots, Developer shall appoint the members of the Architectural Control Board who may or may not be Owners of Lots) have been approved, if at all, in

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writing by the Architectural Control Board and all necessary governmental permits are obtained. Fences, walls and similar improvements shall be governed by Section 16 of this Article. Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Units. Each building, wall, fence (if any) or other structure or improvement of any nature, together with landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole and uncontrolled discretion of said Architectural Control Board are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations and architectural standards consistent with this Declaration as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Architectural Control Board may take any action the Architectural Control Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Board, the remaining members, the Board of Directors of the Association shall have full authority to designate a successor. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity. If the Architectural Control Board fails to approve, or to disapprove an Owner's plans and specifications or to request additional information within thirty (30) days after submission by such Owner, the plan, as submitted by Owner shall be deemed approved. If the Architectural Control Board disapproves any plans submitted to it, the Owner whose plans have been disapproved shall have the right to appeal the decision to the Board of Directors of the Association within fifteen (15) days after the Architectural Control Board issues its disapproval. The Association shall establish procedures for such appeals. The decision of the Board of Directors of the Association in any such appeal shall be final.

No request for approval shall be valid or require any action unless and until all assessments on the applicable Lot (and any interest and late charges thereon) have been paid in full.

Any member of the Architectural Control Board or their representative shall have the right during reasonable hours and after reasonable notice to enter upon any of the Lots to inspect for the purposes of ascertaining whether or not the restrictive covenants of this Article have been or are being complied with. Such person or person(s) shall not be guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of non-compliance with this Article, the Board of Directors of the Association may record in the appropriate land records a Notice of Violation naming the violating Owner and Lot.

In the event that any new improvement or landscaping is added to a Unit/Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association shall have the right (and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work and an administrative charge of fifteen (15%) percent of the cost of such remedial work shall be a special assessment against the Lot, which assessment shall be payable upon demand and secured by a lien for assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

The approval by the Architectural Control Board of any proposals or plans and specifications and drawings for any work done or proposed, or in connection with any other matter requiring its approval and consent shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent by any Owner of a Lot.

The Architectural Control Board may authorize variances from compliance with any of its guidelines and procedures when circumstances of hardship require. Such variances may only be granted however when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) stop the Architectural Control Board from denying a variance in other circumstances. For purposes of this Section, a financial hardship shall not be considered a hardship warranting a variance.

The Association, Developer, the Architectural Control Board and any other agent may grant, withhold or deny their consent, permission or approval in any instance when same is permitted or required, at their sole discretion and without any liability of any nature or kind to any Owner or any other person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other person from any and all damages resulting therefrom, including but not limited to court costs and reasonable attorneys fees.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to Developer or its affiliates or designees.

Section 13: Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks (other than those of a type, if any, expressly permitted by the Association) or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or horse vans, shall be permitted to be parked or to be stored at any place on the Properties, nor in dedicated areas, except in enclosed garages. For purposes of this Section "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act,

by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 14: Parking on Common Areas and Lots/Garages. No vehicles of any type shall be parked on any portion of the Common Areas (including roadways) except to the extent, if at all, a portion(s) of the Common Areas is specifically designated for such purposes.

Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open.

No parking shall be permitted on any portion of a Lot except its driveway and garage.

Section 15: Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Unit except as permitted by the Association. The requirements from time to time of the applicable governmental authority or its designees for disposal or collection of waste shall be followed. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no more than 33 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event that an Owner or occupant of a Lot keeps containers for recyclable materials thereon, same shall be deemed to be refuse containers for the purposes of this Section.

Section 16: Fences and Hedges. No fence, wall or other structure shall be erected on any Lot, and no hedge shall be planted, except as originally installed by Developer or its affiliates or approved by the Architectural Control Board. Fences must be either a green or black vinyl clad chain link fence with a hedge, both the fence and hedge being no more than a maximum height of four (4) feet at the hedges' full growth, or a black or white aluminum fence of a maximum height of four (4) feet. In considering any request for the approval of other landscaping, the Architectural Control Board shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or Common Area and may condition its approval on the other landscaping being kept to a specific height.

Section 17: No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Properties except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

Section 18: Lakefront Property. As to all portions of the Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake or other body of water unless erected by Developer or its affiliates.

(b) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(c) Each applicable Owner shall maintain his Lot to the Lot line of the adjoining Lot, and to the water line of the

adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(d) No landscaping (other than that initially installed or approved by Developer or Association), 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 bodies of water.

WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATERBODY-RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 11 HEREOF.

Section 19: Boat Ramps. The Boat Ramp(s) installed by Developer or the Association within any of the Common Areas shall solely be for the use of the Developer, the Association or the Central Broward Drainage District, their designees or successors for purposes of maintaining the waterways. Owners, their guests, invitees or any other parties are not permitted to use the Boat Ramps for any purpose whatsoever.

Section 20: Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

Section 21: Exterior Antennas. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except that the Association may permit satellite dishes designed to appear as a patio umbrella or such other item as may be deemed acceptable by the Association in the sole opinion of the Architectural Control Board.

Section 22: Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board and with such Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Properties.

Section 23: Driveway and Sidewalk Surfaces. No Owner shall install on a Lot any sidewalk or driveway which has a surface material which is different from the materials originally used or approved by the Developer without the prior approval of the Architectural Control Board. Further, no Owner shall change any existing sidewalk or driveway without the prior approval of the Architectural Control Board.

Section 24: Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Board.

Section 25: Gatehouse Procedures; Roving Patrols. All Owners shall be responsible for complying with and ensuring that their Members' Permittees and invitees comply with, all procedures adopted for controlling access to and upon the Properties through the gatehouse serving the Properties or any portion thereof as well as Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

ALL OWNERS AND OTHER OCCUPANTS OF UNITS ARE ADVISED THAT ANY GATEHOUSE STAFF AND SYSTEM, AS WELL AS ANY ROVING PATROL/SURVEILLANCE PERSONNEL, SERVING THE PROPERTIES ARE NOT LAW

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ENFORCEMENT OFFICERS AND ARE NOT INTENDED TO SUPPLANT SAME, SUCH PERSONS BEING ENGAGED, IF AT ALL, ONLY FOR THE PURPOSE OF MONITORING ACCESS TO THE PROPERTIES AND OBSERVING ACTIVITIES THEREIN WHICH ARE READILY APPARENT BY SUCH PERSONS.

Section 26: Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article VII and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII in any instance in which such variance is not granted.

Section 27: Additional Rules and Regulations. Attached hereto as Exhibit "A" are certain additional rules and regulations of the Association which are incorporated herein by this reference and which may be modified, added to or deleted in whole or in part, at any time by the Board of Directors of the Association, without the necessity of recording an amendment hereto or thereto in the public records, as it deems necessary in its opinion for the operation of the Common Areas and for the health, safety and welfare of the Owners, provided that such rules and regulations do not conflict with the provisions of this Declaration.

ARTICLE VIII

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1: Estoppel Certificate; Documents. No Owner, other than Developer, may sell or convey his interest in any Lot unless all sums due the Association are paid in full and an estoppel certificate to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

Owners shall be obligated to deliver the documents originally received from Developer, containing this and other declarations and documents, to any grantees of such Owner.

Section 2: Leases. No portion of a Lot or Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Properties or administered by the Association. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to effect repair of any damage to the Common Areas resulting from acts or omissions of tenants, their agents, employees or invitees (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant, their agents, employees or invitees.

Section 3: Members' Permittees. No Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, Member's Permittees shall be deemed the following persons and such persons' family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease. Under no circumstances may more than one (1) family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy

by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by Developer for model homes, sales offices, management services or otherwise.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

ARTICLE IX

ENFORCEMENT

Section 1: Compliance by Owners. Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2: Enforcement. Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 3: Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least ten (10) days' notice of such meeting shall be given.

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

(c) Amounts: The Board of Directors (if its findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

a. First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

b. Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

c. Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after

notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars (\$1,000.00).

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

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

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

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

ARTICLE X

DAMAGE OR DESTRUCTION TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Areas shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Fifty Thousand Dollars (\$50,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in equal shares in accordance with the provisions of Article V of this Declaration.

(c) If the insurance proceeds are insufficient by more than Fifty Thousand Dollars (\$50,000.00) to effect total restoration of the Common Areas, then by written consent or vote of a majority of the Members, they shall determine, subject to Article XII hereof, whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, or (2) to rebuild and restore the Common Areas to the fullest extent possible based upon the insurance proceeds available for such purpose

(d) Each Member shall be liable to the Association for damage to the Common Areas which may be sustained by reason of the negligence or willful misconduct of any Member, Member's family, Member's Permittees or its or their agents or invitees. The Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

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ARTICLE XI

INSURANCE

Section 1: Common Areas. The Association shall keep all improvements, facilities and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Areas in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

Section 2: Replacement or Repair of Property. In the event of damage to or destruction of any portion of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article X of this Declaration.

Section 3: Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Developer and its agents, employees and invitees with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4: Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Areas, the premiums for which shall be Common Expenses and included in the assessments

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made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion.

The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' of regular assessments, plus all reserve funds.

Section 5: "Blanket" Insurance. The requirements of the foregoing Sections 1 through 4 of this Article may be met by way of the Association being an insured party under any coverage carried by the Developer or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards stated in this Article.

Section 6: Liability and other Insurance by an Owner. Each Owner, by accepting a deed to a Lot shall be deemed to have agreed to maintain in full force and effect while such Owner owns such Lot, comprehensive personal liability insurance in limits not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and naming the Association as an additional insured. No such policy shall have any restrictive endorsement which shall exclude coverage for dog bites or other injuries caused by household pets. Further, each Owner shall carry casualty insurance with fire and extended coverage on the Unit and structures constructed on the Lot of such Owner for a face amount sufficient to cover the full replacement cost of any repair or reconstruction of all structures located on the Lot in the event of damage or destruction from any insured hazard. In the event of a partial loss or damage resulting in less than total destruction of any structure located on a Lot, the Owner of that Lot shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or other such plans and specification as are approved by the Architectural Control Board. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. If a structure (other than a Unit) is totally destroyed, the Owner may, subject to the approval of the Architectural Control Board, decide not to rebuild or reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter, the Owner shall continue to maintain the Lot in a neat and attractive manner, consistent with this Declaration. If the Unit is totally destroyed, then Owner shall take such immediate steps to clear the Lot of debris as aforesated and either market the Lot for sale or commence reconstruction of the Unit in accordance with the plans and specifications of the previous Unit, unless otherwise approved by the Architectural Control Board. It is the intent of this Section to minimize the hazard created to other Owners and the adverse aesthetic impact on the Properties as a whole, by requiring the Owner of a Lot in which a Unit or other structure is either partially or totally destroyed to clear the Lot of debris and to commence reconstruction or market the Lot for sale as soon as is reasonably practical, given the circumstances then existing with respect to such Lot, the time for adjustment of insurance proceeds by the Owner of such Lot, and the availability of supplies as of the time of reconstruction. Accordingly, the Board shall have discretion in establishing the time periods for an Owner's compliance with this Section 6, giving consideration to the

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particular circumstances present at the time of the damage or destruction.

ARTICLE XII

MORTGAGEE PROTECTION

To the extent the following provisions conflict with any other provisions of this Declaration, these provisions shall control:

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) the occurrence of a lapse, cancellation or material modification of any insurance policy maintained by the Association, and (iii) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Unless at least 2/3 of first Mortgagees (based upon one vote for each Mortgage owned), and the Members holding at least two-thirds (2/3) of the votes entitled to be cast by them, have given their prior written approval, neither the Association nor the Owners shall:

(i) by act or omission seek to sell or transfer the Common Areas and any improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Declarant or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause);

(ii) change the basic methods of determining the obligations, assessments, dues or other charges which may be levied against a Lot, except as provided herein with respect to future Lots;

(iii) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

(iv) Use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the improvements.

ARTICLE XIII

GENERAL PROVISIONS

Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Board, Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which

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time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions.

Section 2: Notice. Any notice to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Any notice to be sent to the Association or Architectural Control Board shall be sent in the foregoing manner to the business address of the Association or Architectural Control Board, as applicable.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to, recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4: Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5: Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval of not less than 66-2/3% votes of the entire membership of the Association, provided, that so long as Developer or its affiliates is the owner of any Lot affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. The foregoing sentence may not be amended.

Section 6: Effective Date. This Declaration shall become effective, upon its recordation in the Broward County Public Records.

Section 7: Conflict. This Declaration shall take precedence over conflicting provisions in Exhibit "A" hereto and in the Articles of Incorporation and Bylaws of the Association and said Articles shall take precedence over the Bylaws.

Section 8: Standards for Consent, Approval and Other Actions. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate.

Section 9: Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall

nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10: Construction and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY, FROM TIME TO TIME, CONDUCT EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTIES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTIES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTIES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTIES SOLD, CONVEYED, LEASED AND/OR USED.

Section 11: Notices and Disclaimers as to Water Bodies. NEITHER DEVELOPER, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") 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 PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 12: Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality

(and subject to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Properties. Without limiting the generality of Section 4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the land as aforesaid) be achieved.

ARTICLE XIV

DISCLAIMER OF LIABILITY OF ASSOCIATION

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

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

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

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

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

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

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OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

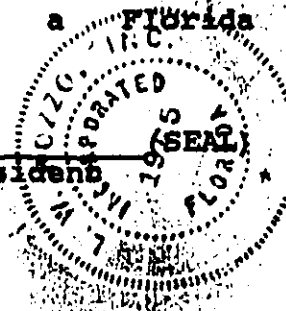
IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

L.W. ROZZO, INC., a Florida corporation

By: [Signature]
JOHN C. SESSA, President

Post Office Address:

17200 Pines Boulevard
Pembroke Pines, Florida 33029



[Signature]
Name: Bonnie M. Witt
(type or print)

[Signature]
Name: Donna M. Lugo
(type or print)

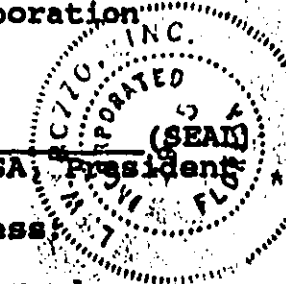
DOUBLE S INVESTMENTS, a Florida general partnership

By: L.W. ROZZO, INC., a Florida corporation

By: [Signature]
JOHN C. SESSA, President

Post Office Address:

17200 Pines Boulevard
Pembroke Pines, Florida 33029



[Signature]
Name: Bonnie M. Witt
(type or print)

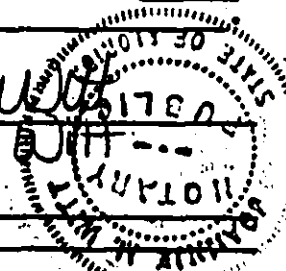
[Signature]
Name: Donna M. Lugo
(type or print)

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 2nd day of September, 1994, by JOHN C. SESSA, as President, of L.W. Rozzo, Inc., a Florida corporation, on behalf of the corporation, to me personally known V or produced N/A identification _____.
Type of identification produced _____

[Signature]
Name: Bonnie M. Witt
Notary Public
My Commission Expires: _____
Commission No.: _____



NOTARY PUBLIC, STATE OF FLORIDA.
MY COM. EXPIRES: Nov. 4, 1995.
BONDED IN BY NOTARY PUBLIC UNDERWRITER.

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**EXHIBIT "A" TO
DECLARATION OF COVENANTS
FOR WESTRIDGE**

1. The Common Areas and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored thereon.

2. The personal property of Owners must be stored in their respective Units or in outside storage areas (if any are approved by Architectural Control Board).

3. No garbage cans, supplies, or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from or on the Unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Unit or Lot, except as provided in the Declaration with respect to refuse containers.

4. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

5. No motor vehicle which cannot operate on its own power shall remain on the Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

6. No Owner shall make or permit any disturbing noises in the Unit or on the Lot or permit any family member, servants, employees, agents, visitors or licensees to make such noises nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in their Unit or on their Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.

8. No awning, canopy, shutter, enclosure or other projections shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.

9. No vegetable gardens shall be permitted except in full enclosed patio areas.

10. No commercial use shall be permitted in the Properties even if such use would be permitted under applicable zoning ordinances.

11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas, except as to gas cylinders permitted under the Declaration.

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12. An Owner who plans to be absent during the hurricane season must prepare their Unit and Lot prior to their departure by designating a responsible firm or individual to care for their Unit and Lot should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

13. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of their Unit without the prior written approval of the Architectural Control Board.

14. Pets and other animals shall neither be kept nor maintained in or about the Properties except in accordance with the Declaration.

15. No hunting or use of firearms shall be permitted anywhere in the Properties.

16. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, its tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

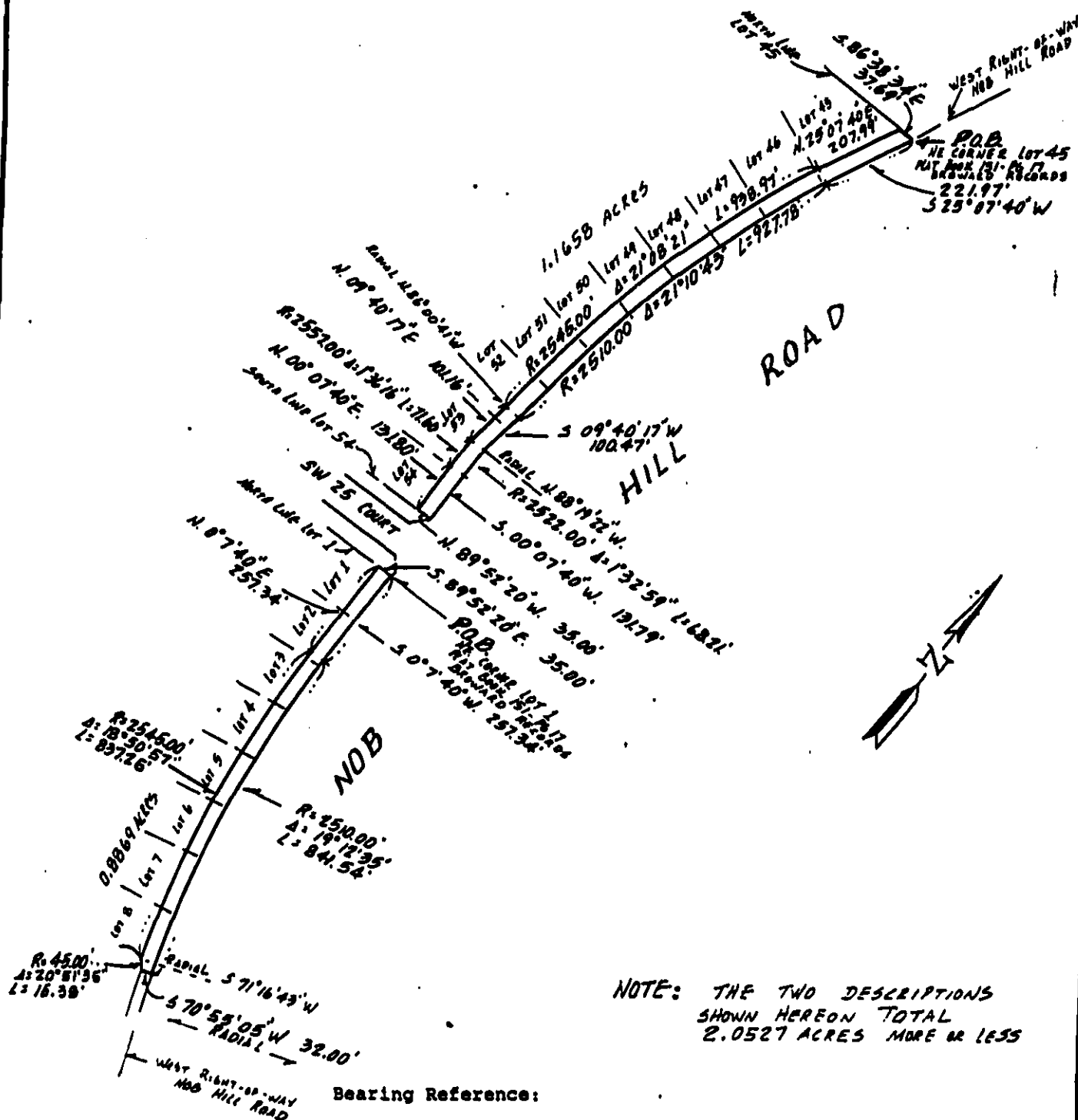
17. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Developer or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of, and conditions on time limitations imposed by, the Board.

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Consulting Engineers • Landplanners • Land Surveyors

4th Floor
(305) 785-8400

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.



NOTE: THE TWO DESCRIPTIONS
SHOWN HEREON TOTAL
2.0527 ACRES MORE OR LESS

Bearing Reference:

The North Property Line of Lot 1 per the said Plat "WESTRIDGE II REPLAT" South 89° 52' 20" East.

THIS DRAWING IS NOT VALID UNLESS
IT BEARS AN ORIGINAL SEAL & SIGNATURE

I HEREBY CERTIFY
THAT THE ATTACHED SKETCH AND DESCRIPTION
CONFORMS TO CHAPTER 61617-6 (FLORIDA
ADMINISTRATIVE CODE), MINIMUM TECHNICAL
STANDARDS FOR LAND SURVEYING IN THE STATE
OF FLORIDA, AND IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

JOHN T. DOOGAN / DATE
REGISTERED LAND SURVEYOR NO. 4409
STATE OF FLORIDA

UPDATES / REVISIONS	DATE	BY	CK'D	<p>NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, rights-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above.</p> <p>CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.</p> <p>NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC. ©</p>
Job No. 94-0210	Drawn By JD	Checked By SS	Page 1 of 2	NOT TO SCALE

LEGAL DESCRIPTION

A portion of Lots 1 through 8 inclusive and Lots 45 through 54 inclusive, of the Plat of "WESTRIDGE II PLAT" as recorded in Plat Book 151, Page 17 of the Public Records of Broward County, Florida; being more particularly described as follows:

BEGIN at the Northeast corner of said Lot 45, said point also being on the West Right-of-Way Line of Nob Hill Road;
 thence South 25° 07' 40" West, a distance of 221.97 feet
 to a point of curvature of a curve concave to the East; said curve having a radius of 2510.00 feet and a central angle of 21° 10' 43";
 thence Southerly an arc distance of 927.78 feet;
 thence South 09° 40' 17" West, a distance of 100.78 feet to a point on a non-tangent curve, said curve being concave to the East having a radial bearing of North 88° 19' 22" West, a radius of 2522.00 feet and a central angle of 01° 32' 59";
 thence Southerly an arc distance of 68.21 feet;
 thence South 00° 07' 40" West, a distance of 131.79 feet; (the preceding five courses and distances being on the West Right-of-Way Line of Nob Hill Road).
 thence North 89° 52' 20" West, along the South Property Line of said Lot 54, a distance of 35.00 feet;
 thence North 00° 07' 40" East, a distance of 131.80 feet to a Point of Curvature of a curve concave to the East, said curve having a radius of 2557.00 feet and a central angle of 01° 36' 16";
 thence Northerly an arc distance of 71.60 feet;
 thence North 09° 40' 17" East, a distance of 101.16 feet to a point on a curve said point having a radial bearing of North 86° 00' 41" West, said curve being concave to the East, having a radius of 2545.00 feet and a central angle of 21° 08' 21";
 thence Northerly an arc distance of 938.97 feet;
 thence North 25° 07' 40" East, a distance of 207.99 feet;
 thence South 86° 38' 34" East, along the North Property Line of Lot 45, a distance of 37.69 feet to the POINT OF BEGINNING.

Containing 1.1658 acres more or less.

Together with the following Parcel:

BEGIN at the Northeast corner of said Lot 1;

thence South 00° 07' 40" West, a distance of 257.34 feet to a Point of Curvature of a curve concave to the East, said curve having a radius of 2510.00 feet and a central angle of 19° 12' 35";
 thence Southerly an arc distance of 841.54 feet; the preceding two courses and distances being on the West Right-of-Way of Nob Hill Road;
 thence South 70° 55' 05" West, radial, a distance of 32.00 feet to a point on a curve, said curve being concave to the West, having a radius of 45.00 feet and a central angle of 20° 51' 35";
 thence Northerly an arc distance of 16.38 feet to a point on a curve, said point having a radial bearing of South 71° 16' 43" West, said curve being concave to the East, having a radius of 2545.00 feet and a central angle of 18° 50' 57";
 thence Northerly an arc distance of 837.26 feet to a POINT OF TANGENCY;
 thence North 00° 07' 40" East, a distance of 257.34 feet;
 thence South 89° 52' 20" East, along the North Property Line of said Lot 1, a distance of 35.00 feet to the POINT OF BEGINNING.

Containing 0.8869 acres more or less.

Said lands lying in the Town of Davie, Broward County, Florida. The preceding two legal descriptions contain 2.0527 acres more or less.

Bearing Reference:

RECORDED IN THE OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA
 COUNTY ADMINISTRATOR

The North Property Line of Lot 1 per the said Plat "WESTRIDGE II REPLAT" South 89° 52' 20" East.

BK 22593 PG 0785