



SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC

APPLICATION FOR LEASE OR PURCHASE **Please check one:** [] Lease [] PURCHASE

Property Information

Property Address (Lot #): _____

Applicant Information

Applicant Name(s): _____

Phone Number: _____

Email Address: _____

REQUIRED DOCUMENTS & FEES

The following items **must** be submitted with this application:

- Copy of Executed Sales Contract / Lease Agreement**
- Copy of Driver’s License(s) for All Applicants**
- Copy of Vehicle Registration(s) for All Vehicles**
- Copy of Vehicle Insurance(s) for All Vehicles**
- FEES REQUIRED**

1. **Application Fee** (Non-Refundable) **Payable to: Summit Lake HOA, Inc.**

\$100 per applicant (18 years or older) or \$150 total for legally married couple applying together

2. **Processing Fee** (Non-Refundable) **Payable to: Prajna Property Manager LLC**

\$100 per applicant (18 years or older)

IMPORTANT NOTES

- ◆ **Applications must be completed in full.** Incomplete applications **will not** be processed.
- ◆ **Illegible applications may be rejected.** Please print clearly.
- ◆ **Providing false or misleading information may result in denial of the application.**

To request an estoppel, please email service@prajna.llc.

◆ The fee for an **ESTOPPEL** is \$300, and the check must be made payable to Prajna, LLC.

SUBMISSION INSTRUCTIONS ✉ **Email:** service@prajna.llc

✉ **Mail:** 4300 S Jog Rd, P.O. Box #540003, Greenacres, FL 33454

APPLICANT INFORMATION FORM

TO BE COMPLETED BY APPLICANT(S)

(Please type or print clearly)

PROPERTY & TRANSACTION DETAILS

Association Name: SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC.

Purchase – Projected Closing Date: _____

Lease – Lease Start Date: _____

Property Address:

APPLICANT INFORMATION

Applicant Name:

Co-Applicant Name (if applicable):

Billing Address (if different from property address):

Primary Phone Number: _____

Alternative Phone Number: _____

Primary Email: _____

Alternative Email: _____

SUMMIT LAKE HOA
UNMARRIED CO-APPLICANTS USE SEPARATE APPLICATION

Date: _____ Home Phone: _____ Desired Date of Occupancy: _____
Apt.No. _____ Bldg.No. _____ Purchase _____ or Lease _____

Name _____ SS# _____ DOB ____/____/____
Last First MI Jr/Sr Prior

Spouse _____ SS# _____ DOB ____/____/____
Last First MI Jr/Sr Prior

Other Occupants _____ SS# _____ DOB ____/____/____
Last First MI Jr/Sr Prior

Other Occupants _____ SS# _____ DOB ____/____/____
Last First MI Jr/Sr Prior

Present Address _____
Street Apt# City State Zip Code

Present Landlord or Mortgage Co _____ Phone _____

Length of Residence: ____/____ TO ____/____ Monthly Rent/Mort\$: _____ #Pets: _____ Type: _____ Weight: _____
Mo. Yr. Mo. Yr.

Previous Landlord _____ Phone _____

Length of Residence: ____/____ TO ____/____ Monthly Rent\$: _____
Mo. Yr. Mo. Yr.

Present Employer _____ City & St. _____ Phone (____) _____
Position _____ Dates Employed: ____/____ TO ____/____ Income \$ _____ per
Mo. Yr. Mo. Yr.

Previous Employer _____ City & St. _____ Phone (____) _____
Position _____ Dates Employed: ____/____ TO ____/____ Income \$ _____ per
Mo. Yr. Mo. Yr.

Spouse Present Employer _____ City & St. _____ Phone (____) _____
Position _____ Dates Employed: ____/____ TO ____/____ Income \$ _____ per
Mo. Yr. Mo. Yr.

In Case of Emergency Notify _____ (____) _____
Name Relationship Address Phone Number

Vehicle #1 _____ #2 _____
Year Make Model Tag# State Year Make Model Tag# State

Military Status: Active: _____ YES _____ NO _____

Have you ever left owing money to an owner or landlord? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____

Have you ever been arrested for a felony? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____

Have you ever been convicted of a felony? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____

If you have answered yes to any of the above questions, please explain the circumstances regarding the situation on back of this sheet.

AUTHORIZATION OF RELEASE OF INFORMATION: Applicant(s) represents that all of the above information and statements are true and complete, and here by authorizes verification of any and all information relating to residential history (rental or mortgage), employment history, criminal history records, court records, and credit records. This application must be signed before it can be processed by management. Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, termination of right to occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this State.

Applicant's Signature _____ Date _____ Spouse's Signature _____ Date _____

PARKING REGISTRATION FORM

 **Date:** _____

RESIDENT INFORMATION

Property Address: _____

Resident Name(s): _____

Owner Tenant Other: _____

Primary Phone: _____ **Alternative Phone:** _____

Email: _____

VEHICLE INFORMATION (Max. 2 vehicles per unit)

Vehicle License Plate State Year/Make/Model Color Permit # Bar Code # Owner Name

#1 _____

#2 _____

 **Required Attachments:** Copy of Vehicle Registration & Proof of Insurance.

PARKING RULES & ACKNOWLEDGMENT

- ✓ All vehicles must display their assigned parking permit.
- ✓ Unauthorized or improperly parked vehicles may be towed at the owner's expense.
- ✓ No commercial, oversized, trailers, or RVs allowed.
- ✓ Residents must ensure their guests comply with parking policies.

Failure to comply may result in fines, revocation of parking privileges, and/or towing at the owner's expense.

Resident's Signature: _____ **Date:** _____

FOR OFFICE USE ONLY (To be completed by HOA/Management)

Approved Denied (Reason: _____)

Reviewed By: _____ **Date:** _____

PET INFORMATION

Required Documentation (Must Be Submitted with This Form):

- Recent **photo** of each pet.
- **Rabies vaccination certificate** from a licensed veterinarian.
- **Expected adult weight** (if applicable).
- **Proof of insurance coverage for pets** (if applicable).

Pet Name	Breed	Age	Color	Weight
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Pet Policy:

- **Maximum of two (2) pets per unit.**
- **Pets must not exceed thirty (30) pounds at maturity.**
- **Only domestic pets are permitted.**

PROHIBITED BREEDS

The following breeds and their mixes are **not permitted**:

Pitbull Terriers, Staffordshire Terriers, Rottweilers, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolves & Wolf Hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Rhodesian Ridgebacks, Laikas, Siberian Huskies.

OWNER/RESIDENT ACKNOWLEDGMENT

I acknowledge that I have read and understood the pet policy outlined in this form. I certify that the information provided is accurate and that I will comply with all community rules regarding pet ownership.

Signature: _____

Printed Name: _____

Date: _____

Submit This Form & Required Documents to:

✉ **Email:** service@prajna.llc

✉ **Mail:** 4300 S Jog Rd, P.O. Box #540003, Greenacres, FL 33454



WTC Backgrounds & Drug Testing, Inc.

"We're The Choice!"
ACTION REQUEST

<input type="checkbox"/> Rental Package [Credit, Criminal & Eviction]	<input type="checkbox"/> Employment Verification
<input type="checkbox"/> Criminal History <input type="checkbox"/> FL <input type="checkbox"/> Out of State [Include state address] OR <input type="checkbox"/> Nationwide	<input type="checkbox"/> SSN Verification
<input type="checkbox"/> F.D.L.E. [Florida Department of Law Enforcement]	<input type="checkbox"/> Sexual Offender Search <input type="checkbox"/> FL <input type="checkbox"/> Nationwide
<input type="checkbox"/> DL Records/History Include DL #: <input type="checkbox"/> 3 Year <input type="checkbox"/> 7 Year	<input type="checkbox"/> Credit Report ONLY
<input type="checkbox"/> FACIS	<input type="checkbox"/> Education Verification

Last Name, First Name, MI./Apellido, Nombre, MI.

Address/DIRECCIÓN

City, State & Zip Code/ Código postal

DOB/ fecha de nacimiento

SSN/ Número de seguro social

Sex M/F

Driver's License Number & State Issued/ Número de licencia de conducir y estado emitido

Company

Company Fax.

Applicant Release

For employment and/or residency, I understand that investigative background inquiries are to be made on me including consumer credit, criminal conviction, motor vehicles, and other reports. I further understand that WTC Backgrounds & Drug Testing, Inc. will be requesting information from various states and other agencies which maintain records about my history. These records include, but are not limited to, driving, credit, criminal, and civil history.

I authorize any party or agency contacted by WTC Backgrounds & Drug Testing, Inc. to furnish the above-mentioned information and release all parties involved from liability and responsibility for doing so. This authorization and consent shall be valid in original, fax, or copy form.

Para empleo y/o residencia, entiendo que se me deben realizar investigaciones de antecedentes, incluidos crédito al consumo, condena penal, vehículos motorizados y otros informes. Además, entiendo que WTC Backgrounds & Drug Testing, Inc. solicitará información de varias agencias estatales y de otro tipo que mantienen registros sobre mi historial. Estos registros incluyen, entre otros, antecedentes de conducción, crediticios, penales y civiles.

Autorizo a cualquier parte o agencia contactada por WTC Backgrounds & Drug Testing, Inc. a proporcionar la información mencionada anteriormente y libero a todas las partes involucradas de responsabilidad por hacerlo. Esta autorización y consentimiento serán válidos en original, fax o copia.

APPLICANT SIGNATURE/ FIRMA DEL SOLICITANTE

DATE/FECHA

SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC.
PURCHASER ACKNOWLEDGMENT FORM

NOTICE TO PURCHASERS

All purchasers of units within **Summit Lake Homeowners Association, Inc. (HOA)** are subject to the **rules and regulations** outlined in the Association's **Governing Documents**, including but not limited to:

- ✓ **Declaration of Condominium**
- ✓ **Articles of Incorporation**
- ✓ **Bylaws**
- ✓ **Rules and Regulations**

By signing below, I/We acknowledge that:

1. **I/We have received a copy of the Association's Governing Documents.**
2. **I/We have read, understand, and agree to comply with all HOA rules, regulations, and policies.**
3. **I/We acknowledge that failure to comply with these regulations may result in penalties, fines, or other enforcement actions by the Association.**

SIGNATURES & ACKNOWLEDGMENT

Applicant Name

Signature

Date

Co-Applicant Name (if applicable)

Witness Name

SUBMISSION INSTRUCTIONS

✉ **Email:** service@prajna.llc

📧 **Mail:** 4300 S Jog Rd, P.O. Box #540003, Greenacres, FL 33454

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUMMIT LAKE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMIT LAKE is made this 15 day of September, 2000, by BRIGHTON AT SUMMIT LAKE, L.C., a Florida limited liability company ("DECLARANT").

WHEREAS, DECLARANT is the owner of the SUBJECT PROPERTY as herein described in this DECLARATION and desires to create a residential community on such property with open spaces and other common facilities for the benefit of such community, to be known as "SUMMIT LAKE"; and

WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in such community and for the maintenance of its common properties; and

WHEREAS, DECLARANT has deemed it desirable for the efficient preservation of the values and amenities in such community, to delegate and assign to a nonprofit corporation the powers of maintaining and administering the community properties and facilities and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, DECLARANT has incorporated or will incorporate under the laws of the State of Florida, as a nonprofit corporation, **SUMMIT LAKE HOMEOWNERS' ASSOCIATION, INC.**, for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. **DEFINITIONS.** The terms used in this DECLARATION, and in the ARTICLES and BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.1 **APPROVING PARTY** means DECLARANT, so long as DECLARANT owns any LOT, or until DECLARANT assigns its rights as the APPROVING PARTY to the ASSOCIATION, and thereafter means the ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY to the ASSOCIATION in whole or in part.

1.2 **ARTICLES** means Articles of Incorporation of the ASSOCIATION, attached hereto and made a part hereof, as same may be amended from time to time.

charged to the OWNERS, or which the ASSOCIATION determines to pay in common in the best interest of the OWNERS.

1.9.5 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.9.6 Any amounts payable by the ASSOCIATION to any other corporation or any governmental authority.

1.10 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.11 DECLARANT means the PERSON executing this Declaration, or any person who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records recorded in the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or any obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.12 DECLARATION means this document as it may be amended from time to time.

1.13 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, or which encumbers any portion of the SUBJECT PROPERTY which is owned by DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER, and notwithstanding anything contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights and protections granted to INSTITUTIONAL LENDERS hereunder, whether or not such mortgage is a first mortgage.

1.14 LOT means each individual plot of land as depicted by the SITE PLAN, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or could contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.15 OWNER means the record owner(s) of the fee title to a LOT.

1.16 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.17 ROADS shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, parking areas and avenues as designated and set forth on the Plat.

1.18 SITE PLAN shall mean the site plan of the SUBJECT PROPERTY as shown in Exhibit "B" attached hereto.

1.19 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which as of the execution of this DECLARATION is the property described in Exhibit "C" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION by an amendment.

1.20 UNIT means the residential dwelling constructed upon a LOT intended as an abode for one family including, without limitation, a single family townhouse.

2. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS AND DELETIONS.

2.1 Existing Property. The SUBJECT PROPERTY is, and shall be, held, transferred, sold, conveyed and occupied subject to this DECLARATION as well as all other matters of record. There are currently one hundred twenty-eight (128) LOTS subject to this DECLARATION.

2.2 Additions to or Deletions From Existing Property. Additional lands may become subject to this DECLARATION in the following manner.

2.2.1 Additions or Deletions by the DECLARANT. The DECLARANT, for a period of five (5) years, may from time to time bring other lands under the provisions hereof, or remove lands (COMMON AREAS, LOTS or both) by recorded supplemental declarations (which shall not require the consent of OWNERS or the ASSOCIATION or any mortgagee) and thereby add to or delete from the SUBJECT PROPERTY. Notwithstanding the foregoing, at no time will the addition of lands result in an increase of more than ten percent (10%) of the number of LOTS as shown on the SITE PLAN. Further, the DECLARANT may not remove lands without the prior written approval of the County Attorney's office.

2.2.2 Additions by Approval of Members. Without restriction upon the DECLARANT to add to the SUBJECT PROPERTY in the manner provided in this Paragraph 2.2, upon approval in writing of the ASSOCIATION pursuant to a vote of its members as provided in the ARTICLES, the owner of any property who desires to add to the scheme of this DECLARATION and to subject it to the jurisdiction of the ASSOCIATION, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this DECLARATION to such property.

2.3 SITE PLAN Changes. DECLARANT reserves the right to make such changes and/or modifications to any plat or SITE PLAN as are required by appropriate governmental authorities or as DECLARANT deems necessary.

3. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the laws of the State of Florida.

3.1 ARTICLES. A copy of the ARTICLES is attached hereto as Exhibit "D". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "E". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as provided herein.

3.3 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

3.4 Approval or Disapproval of Matters. Whenever the approval, consent or decision of the OWNERS is required, such approval, consent or decision shall be made at a duly called meeting of the ASSOCIATION at which a quorum exists, in accordance with the ARTICLES and the BYLAWS.

3.5 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or of a certain percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.6 Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days' or less written notice.

3.7 Membership. All OWNERS shall be members of the ASSOCIATION. Membership as to each LOT shall be established and transferred as provided by the ARTICLES and the BYLAWS.

3.8 OWNERS' Voting Rights. The ASSOCIATION shall have two classes of voting membership. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.9 DECLARANT's Rights as to the ASSOCIATION. So long as the DECLARANT is the OWNER of any of the LOTS or UNITS which it offers for sale in the ordinary course of business, the Board shall have no authority to and shall not, without DECLARANT's consent, undertake any action which shall:

3.9.1 prohibit or restrict in any manner the sales and marketing program of the DECLARANT;

3.9.2 decrease the level of maintenance services of the ASSOCIATION performed by the initial Board of Directors as specified in the initial budget of the ASSOCIATION.

3.9.3 make any special or individual assessment against or impose any fine upon the DECLARANT's property within SUMMIT LAKE, or upon the DECLARANT;

3.9.4 authorize or undertake any litigation against the DECLARANT;

3.9.5 alter or amend the DECLARATION, any subsequent amendment thereto, the ARTICLES or BYLAWS;

3.9.6 terminate or waive any rights of the ASSOCIATION under this DECLARATION;

3.9.7 terminate or cancel any easements granted hereunder or by the ASSOCIATION;

3.9.8 terminate or impair in any fashion any easements, powers or rights of the DECLARANT hereunder.

Not Certified Copy

4. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

4.1 Conveyance of COMMON AREAS to ASSOCIATION.

4.1.1 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, and the ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located. The conveyance shall be subject to all covenants, restrictions, easements, reservations and limitations of record, the SITE PLAN, real and personal property taxes for the year in which the conveyance takes place and any easements created or allowed by the terms of this DECLARATION. Notwithstanding the foregoing, DECLARANT shall not have the obligation to convey any property to the ASSOCIATION, and if DECLARANT desires to convey any property to the ASSOCIATION, the timing of the conveyance shall be in the sole discretion of DECLARANT.

4.1.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

4.2 Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any LOT from time to time, and any other PERSONS authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their LOTS. Such easements of enjoyment shall include but not be limited to the member's right of ingress or egress on the streets, roadways and walkways of the COMMON AREAS for purposes of access to the member's LOT.

4.3 Grant and Modification of Easements. The ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the ASSOCIATION.

4.4 Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of not less than two-thirds (2/3) of the votes of the OWNERS shall be required if any

recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding the sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. DECLARANT shall have the right to make additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

4.5 Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE.

4.6 Taxes. The ASSOCIATION shall pay, without proration, all real and personal property taxes and assessments, if any, assessed against any property owned by the ASSOCIATION, as a COMMON EXPENSE.

4.7 Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION, plus interest and any costs of collection including attorneys' fees.

4.8 Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the OWNERS. If any landscaping within any COMMON AREA or any other property maintained by the ASSOCIATION is damaged or destroyed, the ASSOCIATION shall be obligated to make only such repairs to the landscaping as are determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

4.9 Maintenance Responsibilities of the ASSOCIATION.

4.9.1 The responsibility for the maintenance of the SUBJECT PROPERTY is divided between the ASSOCIATION and the OWNERS. Maintenance of the LOTS is the responsibility of the OWNERS. The maintenance of the COMMON AREAS, which will include but may not be limited to a swimming pool, tot lot, parking tracts, recreation areas, landscape buffers and the ROADS, is the responsibility of the ASSOCIATION. In addition, the ASSOCIATION shall maintain

the exteriors and roofs of all UNITS and the front yard of all LOTS, notwithstanding anything to the contrary contained herein. The ASSOCIATION is granted certain enforcement rights pursuant to this DECLARATION in the event the OWNERS and the ASSOCIATION do not carry out their respective maintenance responsibilities.

4.9.2 The Board of Directors has the right to require the OWNERS to maintain their LOTS in a manner befitting the standards of the community; and this responsibility of the OWNER, unless otherwise assumed by the ASSOCIATION in accordance with the terms of this DECLARATION shall include the OWNER's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the LOT.

4.9.3 The ASSOCIATION shall maintain the roofs and exteriors of the UNITS, together with any landscaping at the front of the UNITS. The OWNERS shall maintain any enclosed portion of the rear yard and all of the front yard other than the landscaping and exterior of the UNITS. In the event any OWNER has failed to maintain that portion of the exterior of his LOT as set forth above in accordance with general standards of the community then, after reasonable notice to the OWNER specifying such failure and upon OWNER's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the COMMON AREAS, may provide any of the exterior maintenance upon each UNIT it deems necessary in its sole discretion, including but not limited to the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements.

4.9.4 The ASSOCIATION shall maintain all COMMON AREAS and property owned by the ASSOCIATION, and all improvements thereon, in good condition at all times. If, pursuant to any easement, the ASSOCIATION is to maintain any improvement within any property, then the ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable, the ASSOCIATION shall so notify any OWNER otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the ASSOCIATION and not by the OWNER, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER in writing. Without limitation, the ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, on or near any public road rights-of-way within or contiguous to the SUBJECT PROPERTY. To the extent the ASSOCIATION assumes the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION, the ASSOCIATION shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, the DECLARANT, or any governmental authority otherwise responsible for such operation

or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the ASSOCIATION. The ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNERS. Notwithstanding the foregoing, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement thereon, the OWNER of such UNIT shall be liable to the ASSOCIATION for the cost of repair or restoration to the extent not covered by the ASSOCIATION's insurance.

4.9.5 In no event shall Palm Beach County be obligated to carry out any of the maintenance obligations of the ASSOCIATION, including but not limited to the maintenance and upkeep of the ROADS, unless such obligations are undertaken by way of a resolution of the Palm Beach County Commission.

4.10 Water Management and Drainage. It is acknowledged that the surface water management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for water drainage and for the installation and maintenance of the water management and drainage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to all improvements as may be constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. The water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the Lake Worth Drainage District (the "LWDD"), the South Florida Water Management District ("SFWMD"), and any controlling governmental authority. The ASSOCIATION shall maintain as a COMMON EXPENSE the entire water management and drainage system for the SUBJECT PROPERTY, which may include but not be limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the SUBJECT PROPERTY or are owned by the ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the ASSOCIATION shall be deemed to include the maintenance of the banks of any lake or canal, and the maintenance of all landscaping within the PROPERTY which is a COMMON AREA. The ASSOCIATION will not have the obligation to maintain any portion of the surface water management and drainage system for the SUBJECT PROPERTY which is owned and/or maintained by any controlling governmental authority, or which is outside of the SUBJECT PROPERTY. The SUBJECT PROPERTY shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority, and in connection therewith the ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the SUBJECT PROPERTY. Notwithstanding the foregoing, the ASSOCIATION shall own and shall maintain, in perpetuity, that certain underground drainage pipe running under Summit Boulevard.

4.11 Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not have the right to encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of two-thirds (2/3) of the votes of the OWNERS, excluding DECLARANT, subject to the

provisions set forth in paragraph 13.9 of this DECLARATION. Notwithstanding the foregoing, if DECLARANT changes the location of any unconveyed LOTS such that a portion of the COMMON AREA would be within a relocated LOT, then the ASSOCIATION shall have the right without the approval of the OWNERS to convey such portion of the COMMON AREA to DECLARANT, and in connection therewith, DECLARANT shall convey to the ASSOCIATION any property which will be a COMMON AREA due to the relocation of the LOTS. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress or egress is provided to the OWNER(S).

4.12 Perimeter Wall, Berm or Fence. DECLARANT and the ASSOCIATION shall have an easement along the outer boundary of the SUBJECT PROPERTY. Such easement shall extend ten feet (10') into the SUBJECT PROPERTY from the outer boundary, and shall be for the installation and maintenance of a wall, berm or fence. If any wall, berm or fence is constructed within such easement, the ASSOCIATION shall maintain the wall, berm or fence, and the landscaping located between the wall, berm or fence and the outer boundary of the SUBJECT PROPERTY. Such wall, berm or fence may not be used by any PERSON, other than DECLARANT and the ASSOCIATION, for any purpose, including the hanging or adornment of any fixture, plant or other item.

4.13 Guardhouse or Security Gate. DECLARANT reserves the right, but shall not have the obligation, to construct a guardhouse and/or security gate at the entrance to the SUBJECT PROPERTY, which may be staffed by a guard, or which may contain an unmanned security system. So long as DECLARANT appoints a majority of the Directors of the ASSOCIATION if the guardhouse is to be staffed by a guard, DECLARANT shall have the right to determine, in its sole discretion, whether, and during what hours the guardhouse will be staffed. In any event, DECLARANT and the ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that the guardhouse is not staffed by a guard, or due to the failure of any guard or mechanical or electrical security system to prevent or detect a theft, burglary, or other unauthorized entry into the SUBJECT PROPERTY.

4.14 Streets, Sidewalks and Street Lighting. The ASSOCIATION shall maintain all streets within the Property and all common sidewalks or walkways within the SUBJECT PROPERTY, but not any sidewalk or walkway exclusively serving one LOT. The ASSOCIATION shall also maintain any common street lighting within the SUBJECT PROPERTY, other than any street lighting exclusively serving one LOT, and shall maintain and pay for any utility services used in connection with such common street lighting.

5. **INSURANCE.** The ASSOCIATION shall purchase and maintain insurance on all of the COMMON AREAS in accordance with the following provisions:

5.1 Purchase, Custody and Payment of Policies.

5.1.1 All such insurance policies purchased by the ASSOCIATION shall be issued by an insurance company authorized to do business in Florida.

5.1.2 The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for all OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

5.1.3 All policies purchased by the ASSOCIATION shall provide that payments for losses made by the insurer on account of casualty to any portion of the COMMON AREAS shall be paid to the Insurance Trustee (as hereinafter defined), and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

5.1.4 One (1) copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each OWNER or INSTITUTIONAL LENDER who holds a mortgage upon a LOT or UNIT covered by the policy, and who in writing requests the ASSOCIATION to provide it with such policies.

5.1.5 OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage and for improvements made to their LOT or UNIT.

5.1.6 Any deductible or exclusion under an insurance policy purchased by the ASSOCIATION shall be a common expense, and shall be such sum as is approved by the Board of Directors of the ASSOCIATION.

5.2 Coverage

The Association shall maintain insurance covering the following:

5.2.1 Property Insurance. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured, to the extent available, in an amount not less than one hundred (100%) percent of the full insurable replacement value thereof, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain reasonable deductible provisions as determined by the Board (and approved by Developer so long as it owns a Unit). Such coverage shall afford protection against loss or damage by fire and other hazards covered on a all-risk basis.

5.2.2 Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with

combined single limit liability of not less than \$2,000,000 for each occurrence. The limits required herein can be satisfied by using an umbrella liability policy. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

5.2.3 Workers' Compensation. Workers' Compensation insurance shall be maintained as required to meet statutory or regulatory requirements.

5.2.4 Errors and omissions. Officers and Directors errors and omissions insurance shall be maintained in such amounts as determined necessary by the Board of Directors.

5.2.5 Additional provisions. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

5.2.5.1 subrogation against the ASSOCIATION and against the OWNERS individually and as a group;

5.2.5.2 any prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

5.2.5.3 avoid liability for a loss that is caused by an act of one or more directors of the ASSOCIATION or by one or more OWNERS; and shall provide that such policies may not be canceled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days' prior written notice to the ASSOCIATION.

5.2.6 Fidelity bonds. The ASSOCIATION shall also be required to maintain fidelity bonds on all officers and employees or other persons who handle or are responsible for funds held by or administered by the ASSOCIATION, covering the maximum funds that will be in the custody or control of the ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months' assessments on all UNITS plus reserve funds.

5.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a common expense.

5.4 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the SUBJECT PROPERTY with trust powers as may be designated by the ASSOCIATION, as trustee, which trustee is herein referred to as the "INSURANCE TRUSTEE". The INSURANCE TRUSTEE shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the INSURANCE TRUSTEE shall be to receive such proceeds as are paid and hold the same in trust for the purposes stated in this Article. Notwithstanding the foregoing, unless the Board of Directors so determines or unless any INSTITUTIONAL LENDER otherwise requires by written notice to the ASSOCIATION, no INSURANCE TRUSTEE will be required, and all references in this DECLARATION to an INSURANCE TRUSTEE shall refer to the ASSOCIATION where the context requires.

5.5 Distribution of Proceeds. Proceeds of insurance policies received by the INSURANCE TRUSTEE shall be distributed in the following manner:

5.5.1 All expenses of the INSURANCE TRUSTEE shall be first paid or provisions made therefor.

5.5.2 The remaining proceeds shall be paid to defray the cost of repairs or reconstruction. Any proceeds remaining after defraying such cost shall be distributed to the ASSOCIATION.

5.5.3 In no event may any hazard insurance proceeds for losses to any portion of the COMMON AREAS be used for other than expenses of the INSURANCE TRUSTEE or for repair, replacement or reconstruction of any damage, without the approval of at least eighty percent (80%) of the votes of the OWNERS and consent from at least eighty percent (80%) of the First Mortgagees on the LOTS.

5.5.4 In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all OWNERS who may be exposed to the liability, and they shall have the right to intervene and defend.

5.6 Waiver. If the BOARD determines that the insurance required to be purchased by the ASSOCIATION pursuant to this paragraph would be unduly expensive, or if such insurance is not obtainable, the ASSOCIATION may purchase insurance with less coverage than specified above, provided the BOARD gets the approval of a majority of the OWNERS as to such action.

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

6.1 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, their guests and invitees.

6.2 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

6.3 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all ROADS existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to serve adequately the SUBJECT PROPERTY including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall be only for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

6.4 Encroachments on Lots or Common Properties. In the event any portion of any roadway, walkway, parking area, common or party wall, driveway, UNIT, foundation, footing, roof drainage system, roof, trellis, water lines, sewer lines, sprinkler system or any other structure as originally constructed by DECLARANT or its designee, successor or assign, overhangs or encroaches upon any UNIT, LOT or COMMON AREA, it shall be deemed that the OWNER of such UNIT, LOT or COMMON AREA has granted a perpetual non-exclusive easement to the OWNER of the adjoining LOT, UNIT or COMMON AREA or the ASSOCIATION, as the case may be, for continuing maintenance and use of such overhanging or encroaching roadway, walkway, parking area, common or party wall, driveway, UNIT, foundation, footing, roof draining system, roof, trellis, water lines, sewer lines, sprinkler system or any other structure originally constructed by the DECLARANT. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, common or party wall, driveway, UNIT, foundation, footing, roof draining system, roof, trellis, water lines, sewer lines, sprinkler system or any other structure, if same are constructed in substantial conformance to the original. The foregoing provisions shall be perpetual in duration and shall not be subject to amendment.

6.5 Additional Easements. DECLARANT (so long as it owns any LOT) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of DECLARANT or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefiting or affecting the SUBJECT PROPERTY. In connection with the grant, modification, relocation, abandonment or termination of any easement, DECLARANT reserves the right to relocate ROADS, parking areas, utility lines, and other improvements upon or serving the SUBJECT PROPERTY. So long as the foregoing will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no consent of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with

the use of any LOT for dwelling purposes, only the consent of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DECLARANT and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

6.6 Sale and Development Easement. DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion, or leasing of any LOT or UNIT within the SUBJECT PROPERTY or within any other property owned by DECLARANT.

6.7 Limitation of MEMBERS' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

6.7.1 The right of the ASSOCIATION, as provided in its ARTICLES and BYLAWS, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, or for a period of not to exceed sixty (60) days for any violation of this DECLARATION, the ARTICLES, BYLAWS, or published rules and regulations;

6.7.2 The right of the ASSOCIATION to consent or modify the legal descriptions of COMMON AREAS or to transfer any of the COMMON AREAS to another ASSOCIATION within the SUMMIT LAKE;

6.7.3 The right of the ASSOCIATION to grant exclusive easements and rights-of-way over certain parts of the COMMON AREAS to MEMBERS of the ASSOCIATION when the ASSOCIATION deems it necessary.

6.7.4 The right of the DECLARANT, without approval of the ASSOCIATION or the membership, to dedicate easements and rights-of-way over the COMMON AREAS in accordance with the terms of this DECLARATION;

6.7.5 The right of the ASSOCIATION to grant to governmental agencies or other public or private entities the right to install and maintain water, sewer, drainage, irrigation, electrical, telephone and cable television facilities within the COMMON AREAS; and

6.8 DECLARANT's Right to Grant Easements. There is reserved unto the DECLARANT so long as it owns a LOT the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the COMMON AREAS in addition to those easements already reserved.

6.9 Utility and Sidewalk Easements. A ten-foot wide utility easement is hereby granted across the front yard of each LOT adjacent to the front LOT line. In addition, there shall be an easement for pedestrian traffic over, upon, under and/or across any sidewalks that lie within a LOT.

6.10 Easement for Governmental Health, Sanitation and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the

appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the COMMON AREAS.

6.11 Access Easement. The ROADS, walkways, sidewalks and other rights-of-way within the COMMON AREAS are hereby declared and reserved to be subject to a perpetual easement over and across same for ingress and access to and egress from the COMMON AREAS, and any LOTS and other properties within the SUBJECT PROPERTY adjacent to the COMMON AREAS in favor of the OWNERS and tenants of such LOTS and properties and their guests, invitees and licensees, the DECLARANT, the ASSOCIATION, and all members of the ASSOCIATION, their guests, invitees and licensees, to be used in a manner consistent with the purposes set forth herein. Notwithstanding anything to the contrary, the DECLARANT shall have the right to convey all of the streets and roads to Palm Beach County.

7. USE RESTRICTIONS.

7.1 One UNIT Per LOT. Only one UNIT shall be constructed on any LOT.

7.2 Occupancy. No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

7.3 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or within any LOT or UNIT, without the consent of the APPROVING PARTY. The foregoing shall not prohibit any OWNER from leasing his UNIT.

7.4 Leases. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of all leases shall be delivered to the APPROVING PARTY prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT may be leased more than two times in any consecutive 12-month period, without the consent of the APPROVING PARTY.

7.5 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or walled-in yard.

7.6 Portable Buildings. No portable storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, except storage sheds, which shall be completely hidden from view from the street and which shall not violate any set-back requirements for permanent structures.

7.7 Garbage, Trash and Recycling Items. All garbage, trash, recycling items, refuse or rubbish must be placed in the designated receptacles. No noxious or offensive odors shall be permitted.

7.8 Vehicles and Boats. Only automobiles, vans, pick-up trucks with a carrying capacity of 3/4 ton or less, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, boat, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, may be parked or stored outside of a UNIT overnight. The ASSOCIATION shall assign one parking space to each UNIT. No overnight parking is permitted on any streets, lawns, or areas other than driveways without the consent of the APPROVING PARTY. The OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the APPROVING PARTY. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY or the temporary parking of automobiles owned by governmental law enforcement agencies. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicles shall be made on the SUBJECT PROPERTY. All-terrain vehicles and the like are not permitted to be operated within the SUBJECT PROPERTY or parked overnight, except with the prior written consent of the APPROVING PARTY which may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

7.9 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, no more than two cats, or two dogs, or one cat and one dog, is permitted in any UNIT, except with the written consent of the APPROVING PARTY which may be granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers are permitted without the consent of the APPROVING PARTY. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside a UNIT or in any screened porch or patio unless someone is present in the UNIT. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

7.10 Landscaping. The placement, replacement and maintenance of the landscaping at the front of the UNITS shall be performed exclusively by the ASSOCIATION. All other landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly removed and replaced, and excessive weeds, underbrush or unsightly growth shall be promptly

removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any LOT. Notwithstanding the foregoing, no OWNER shall install or maintain any landscaping on any portion of his LOT to be maintained by the ASSOCIATION, without the prior written consent of the BOARD.

7.11 Maintenance. Each OWNER shall maintain his UNIT and all improvements and personal property upon his LOT in first class condition at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in this DECLARATION. The exterior of all UNITS including but not limited to doors, windows, patio areas, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All sidewalks, driveways and parking areas within the OWNER's LOT or serving the OWNER's UNIT shall be cleaned and kept free of debris, and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

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

7.13 Clotheslines and Outside Clothes Drying. No clotheslines or clothes-poles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the APPROVING PARTY shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

7.14 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

7.15 Outside Antennas and Flag Poles. Outside signals receiving or sending antennas, dishes or devices are permitted without the consent of the APPROVING PARTY so long as they not not visible from the street and are no larger than 30" in diameter. The foregoing shall not prohibit any antenna or signal receiving dish owned by the APPROVING PARTY which services the entire SUBJECT PROPERTY. No flag poles are permitted without the consent of the APPROVING PARTY.

7.16 Water Surface Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written consent of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

7.17 Lakes. Any lake is intended for drainage purposes only. Therefore no swimming, fishing or motorized boating is allowed in any lake within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake within or contiguous to the SUBJECT PROPERTY. No OWNER shall install any improvement upon a LOT within 20 feet of any lake without the prior written consent of the APPROVING PARTY, including but not limited to landscaping (other than grass), fences, walls, or any other improvements.

7.18 Wells. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and the utility company supplying potable water to the SUBJECT PROPERTY.

7.19 Beaches/Lake Banks. No OWNER shall create any beach or sandy area contiguous to any lake within the SUBJECT PROPERTY, and all lake banks shall be sodded unless otherwise approved by the APPROVING PARTY.

7.20 Further Subdivision. No LOTS shall be further subdivided without the prior written consent of the APPROVING PARTY if same would result in the creation of more LOTS than before such resubdivision. Notwithstanding the foregoing, portions of a LOT may be conveyed to the OWNER(s) of contiguous LOT(s) in order to increase the size of the contiguous LOT(s), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the public records of the county where the SUBJECT PROPERTY is located and approved by the ASSOCIATION.

7.21 Garbage Containers, Oil and Gas Tanks. All garbage and refuse containers, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the APPROVING PARTY so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

7.22 Signs. No signs (except for one "For Sale" sign per LOT not larger than 2 square feet in size) shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, a portable and tasteful "Open House" advertising sign is permitted upon any LOT for a period not exceeding eight hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2 square feet in size, during such periods when the OWNER or a real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

7.23 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or

other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

7.24 Boats. No boats may be kept or stored outside of any UNIT, without the prior written consent of the APPROVING PARTY.

7.25 Special Provisions Regarding Recreational Facilities. Once title to the COMMON AREAS has been deeded to the ASSOCIATION, the BOARD shall have the right to make reasonable rules and regulations regarding the recreational facilities, if any, as the BOARD deems desirable from time to time.

7.26 Swimming Pools. No swimming pools, spas or the like, shall be installed without the consent of the APPROVING PARTY.

7.27 Fences and Walls. Fences and walls must be maintained in good condition at all times. No fences or walls shall be installed without the consent of the APPROVING PARTY as to the location, type and material of the fence or wall. The APPROVING PARTY, in approving any fence or wall as elsewhere provided, shall have the right to require all fences and walls throughout the SUBJECT PROPERTY to be of a specified standard type of construction and material, and shall have the right to prohibit any other types of fences and/or walls, and shall further have the right to change such standard as to any new fences or walls from time to time, as the APPROVING PARTY deems appropriate.

7.27.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or fence which is built as part of the original construction of the UNITS upon the LOTS and any replacements thereof. In the event that any portion of any structure, as originally constructed by DECLARANT or its designee, including any party wall or fence, shall protrude over two adjoining LOTS, it shall be deemed that said OWNERS have granted perpetual easements to the adjoining OWNER or OWNERS for lateral support and for continuing maintenance and use of the projection, party wall or fence. No OWNER may commit or authorize the commission of any act which has the effect of impairing or decreasing the structural integrity of any party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this DECLARATION.

7.27.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the OWNERS who make use of the wall or fence in proportion to such use.

7.27.3 Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any OWNER who has used the wall or fence must restore it, and if the other OWNERS thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of

any such OWNERS to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.27.4 Weatherproofing. Notwithstanding any other provisions of this Article, an OWNER who, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

7.27.5 Right to Contribution Runs with Land. The right of any OWNER to contribution from any other OWNER under this Article shall be appurtenant to the land and shall pass to such OWNER's successors in title.

7.27.6 Party and Perimeter Fences. For the purposes of this Article, a party fence shall be a fence owned by two OWNERS and located on the boundary lines of such OWNERS' property. Where a fence is owned by an OWNER and the ASSOCIATION, it shall not be subject to the provisions of this Article but rather shall be deemed a perimeter fence subject to the provisions of Article 4.12.

7.28 Architectural Control for Exterior Changes.

7.28.1 OWNER to Obtain Approval. For purposes of this paragraph, the term "IMPROVEMENT" shall mean any building, fence, wall, patio area, pool, spa, landscaping, driveway, walkway or any other alteration, addition, improvement, or change of any kind or nature which is constructed, made, installed, placed, or removed from any LOT, or the exterior of any UNIT or any other improvement upon any LOT, except for maintenance or repair which does not result in a material change to any improvement including the color of same. No OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY. Notwithstanding anything contained herein to the contrary, DECLARANT, and not the ASSOCIATION, shall be the "APPROVING PARTY" and shall have the right to exercise architectural control with respect to the initial construction of any IMPROVEMENTS by any builder or developer.

7.28.2 APPROVING PARTY's Consent. Any request by an OWNER for approval by the APPROVING PARTY to any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions of samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee in connection with the approval of any request, to pay for the cost of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications. Approval of any request shall not be withheld in a discriminatory manner or in a

manner which unreasonably prohibits the reasonable improvement of any LOT or UNIT, but may be withheld due to aesthetic considerations. The APPROVING PARTY shall notify the OWNER of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications, by written notice to the OWNER, and in the event the APPROVING PARTY fails to disapprove any request within such 30-day period, the request shall be deemed approved and, upon request, the APPROVING PARTY shall give written notice of such approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made. If the APPROVING PARTY consents to any IMPROVEMENT, the OWNER may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved by the APPROVING PARTY, and subject to any conditions of the APPROVING PARTY's approval.

7.28.3 Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, guidelines, criteria and/or standards which will be used by it in connection with the exercise of architectural control, provided however that same shall not apply to any IMPROVEMENT which has been constructed in accordance with the provisions of this DECLARATION and which was properly approved when constructed.

7.28.4 Inspections. Upon completion of any IMPROVEMENT, the OWNER shall give written notice of the completion of same to the APPROVING PARTY. Within 60 days thereafter, the APPROVING PARTY shall inspect the IMPROVEMENT, and if the APPROVING PARTY finds that the IMPROVEMENT was not completed in conformance with the approved plans and specifications, it shall notify the OWNER in writing of such non-compliance within said 60-day period, specifying the particulars of such non-compliance, and within 30 days thereafter the OWNER shall correct the deficiencies set forth in the notice, and upon completion of the work required to correct the deficiencies, the OWNER shall again give the APPROVING PARTY notice of the completion of the work, and the provisions of this paragraph shall again become operative. If for any reason the APPROVING PARTY fails to notify the OWNER of any deficiencies within 90 days after receipt of a notice of completion from the OWNER, the IMPROVEMENT shall be deemed to have been completed in accordance with the approved plans and specifications.

7.28.5 No Liability. The APPROVING PARTY shall not be liable to any OWNER in connection with the exercise of non-exercise of architectural control hereunder, or the approval or disapproval of any IMPROVEMENT. Any approval of any plans or specifications by the APPROVING PARTY shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any deficiency or injury resulting from any deficiency in such plans and specifications. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER.

7.28.6 Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval granted by the APPROVING PARTY, the APPROVING

PARTY shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any IMPROVEMENT in the manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If the APPROVING PARTY is DECLARANT, then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the ASSOCIATION pursuant to Paragraphs 9.1 through 9.3 of this DECLARATION, including but not limited to the right to impose a fine against the defaulting OWNER, and to assess and lien the defaulting OWNER, except that any fines paid by the defaulting OWNER shall be paid to the ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter upon any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. Any action to enforce this Section must be commenced within 1 year after notice of the violation by the APPROVING PARTY, or within 3 years after the date of the violation, whichever occurs first. The foregoing violations of this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this paragraph.

7.28.7 Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by an OWNER must be in compliance with the requirements of all controlling governmental authorities, and the OWNER shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER obtaining a building permit for same, or providing the APPROVING PARTY with written evidence from the controlling governmental authority that such permit will not be required, and the OWNER shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is submitted to the APPROVING PARTY.

7.28.8 Certificate. At the request of any OWNER, the ASSOCIATION shall issue, without charge, a written certification that the IMPROVEMENTS located upon the OWNER's LOT are not in violation of the provisions of this paragraph.

7.29 Easements for Drainage and/or Utilities. "Drainage and/or utility easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction and repair of drainage facilities, including but not limited to canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto and underground utility facilities, including but not limited to power, telephone, sewer, water, gas, irrigation, lighting and television transmission purposes. The portions of the SUBJECT PROPERTY designated as drainage and/or utility easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible. Within these easements, no improvement or other material shall be placed or permitted to remain or alteration made which:

7.29.1 May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING

PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

7.29.2 May materially damage the direction of flow or draining channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

7.30 Water Management and/or Retention Easements. "Water management and/or retention easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the storage of storm water and/or maintenance of adjacent water bodies. The property subject to the water management and/or retention easements shall be maintained by the OWNER thereof in ecologically sound condition for water retention, irrigation, drainage and water management purposes in compliance with all applicable governmental requirements. DECLARANT, the ASSOCIATION and the OWNERS shall have the right to use the water management and/or retention easements to drain surface water from their property and COMMON AREAS. No improvement shall be placed within a water management and/or retention easement other than sod unless approved in writing by the APPROVING PARTY. No OWNER shall do anything which shall adversely affect the surface water management system of the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and all applicable governmental agencies.

7.31 Rules and Regulations. The APPROVING PARTY may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to the recreational facilities within the SUBJECT PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the APPROVING PARTY to any OWNER upon request.

7.32 Waiver. The APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the APPROVING PARTY, special circumstances exist which justify such waiver or deviation, or such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the APPROVING PARTY, will not adversely affect any other OWNERS. In granting any waiver or deviation, the APPROVING PARTY will impose such conditions and restrictions as the APPROVING PARTY may deem necessary, and the OWNER shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the APPROVING PARTY as to any matter shall not be deemed binding upon the APPROVING PARTY in the future, and shall not require the APPROVING PARTY to grant similar approvals in the future as to any other LOT or OWNER.

7.33 Exceptions. The foregoing use and maintenance restrictions and architectural controls shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned

by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other improvements thereon, or any activity associated with the sale or leasing of any UNITS, by DECLARANT. In addition, DECLARANT shall have the right to exempt any other builder or developer from any of the foregoing use and maintenance restrictions. Specifically, and without limitation, DECLARANT shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by DECLARANT shall have the right to (i) construct any buildings or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any LOT; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the SUBJECT PROPERTY for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any LOT; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling or promoting any LOT.

8. ASSESSMENT FOR COMMON EXPENSES.

8.1 Responsibility for Payment of Assessments. Subject to the provisions of Paragraph 8.3 of this DECLARATION, each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER of such LOT, except for any ASSESSMENTS owed by DECLARANT, and except as provided in Paragraph 9.1.3 of this DECLARATION.

8.2 Manner of Payment. Prior to the beginning of each fiscal year of the ASSOCIATION, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each LOT, and shall notify each OWNER in writing of the amount and due dates of the ASSESSMENT for COMMON EXPENSES. The ASSESSMENT shall be payable monthly. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in the manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies each OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS

for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

8.3 Units Assessed. There shall be no ASSESSMENTS for COMMON EXPENSES as to any LOT not containing a UNIT. Except for the foregoing, the ASSESSMENTS for COMMON EXPENSES assessed against each LOT shall be equal. The ASSESSMENT for COMMON EXPENSES as to each LOT upon which a UNIT is constructed shall commence on the date that a certificate of occupancy for the UNIT is issued, or upon the first occupancy of the UNIT, whichever occurs first.

8.4 Capital Fund. In addition to ASSESSMENTS for COMMON EXPENSES, after a certificate of occupancy for a UNIT constructed upon a LOT is issued by the controlling governmental authority and upon the initial conveyance of the LOT, the OWNER of the LOT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

8.5 Liability of Declarant. Notwithstanding the foregoing, during the period when DECLARANT appoints a majority of the directors of the ASSOCIATION, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any LOTS owned by DECLARANT, but during such period, DECLARANT shall be responsible for all COMMON EXPENSES actually incurred by the ASSOCIATION in excess of the ASSESSMENTS for COMMON EXPENSES and any other income receivable by the ASSOCIATION, including working capital fund contributions. During such period when DECLARANT appoints a majority of the directors of the ASSOCIATION, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT based upon DECLARANT's estimate of what the expenses of the ASSOCIATION would be if all UNITS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if the development of the SUBJECT PROPERTY as contemplated by DECLARANT was complete. Notwithstanding the foregoing, in the event the ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES shall not exceed the amount that DECLARANT would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the ASSOCIATION shall be assessed to the other OWNERS. During the period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES, the ASSOCIATION will not be required to fund any reserve or other accounts which may be reflected in the budget, and may use funds otherwise allocated for such reserve or other accounts to pay for the COMMON EXPENSES incurred by the ASSOCIATION.

8.6 Failure to Maintain LOT. Notwithstanding anything to the contrary, in the event an OWNER or the ASSOCIATION fails to maintain a LOT or any part of the SUBJECT PROPERTY to the satisfaction of APPROVING PARTY or the ASSOCIATION, and upon the ASSOCIATION's or OWNER's failure to make such improvement corrections as may be necessary within thirty (30) days

after receipt of written notice by APPROVING PARTY or the ASSOCIATION, the APPROVING PARTY or the ASSOCIATION may enter upon such LOT or part of the SUBJECT PROPERTY and make such improvements or corrections as may be necessary. Written notice need not be given in the case of emergency, and the APPROVING PARTY or the ASSOCIATION may without any prior notice directly remedy the problem. Such entry by the APPROVING PARTY or the ASSOCIATION or their agents shall not be a trespass, and by acceptance of a deed to a LOT or UNIT, or by the recordation of this DECLARATION, such PARTY has expressly given the APPROVING PARTY and the ASSOCIATION the continuing permission to do so, which permission may not be revoked. The cost of exterior maintenance which is performed by the ASSOCIATION to an OWNER's LOT in accordance with this paragraph 8 shall be assessed against the LOT upon which such maintenance is performed, and it shall be a lien against the LOT and obligation to the OWNER and shall become due and payable in all respects as provided in this DECLARATION.

9. DEFAULT.

9.1 Monetary Defaults and Collection of ASSESSMENTS.

9.1.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, or if any check for any ASSESSMENT is dishonored, the ASSOCIATION shall have the right to charge the applicable OWNER a late or bad check fee of ten (10%) percent of the amount of the ASSESSMENT, or Twenty-Five Dollars (\$25.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

9.1.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION, upon written notice to the defaulting OWNER, shall have the right to accelerate and require such defaulting OWNER to pay, to the ASSOCIATION, ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

9.1.3 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to protect the ASSOCIATION's lien. The lien shall be effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien shall be in effect until all sums secured by it have been fully paid or until the lien is barred by

law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

9.1.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

9.1.5 Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his LOT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the rent.

9.1.6 Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectible from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

9.1.7 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the ASSOCIATION, to any third party.

9.1.8 Unpaid ASSESSMENTS Certificate. Within 15 days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written

certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby. Notwithstanding the above, there is no obligation on the part of any INSTITUTIONAL LENDER to collect ASSESSMENTS from any OWNER.

9.1.9 Application of Payments. Any moneys paid to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other moneys owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other moneys due to the ASSOCIATION, as provided herein, and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

9.2 Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees (other than the non-payment of any ASSESSMENT or other moneys), of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or, if the violation is not capable of being cured within such seven (7) day period, the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

9.2.1 Impose a fine against the OWNER or tenant as provided in Paragraph 10.3; and/or

9.2.2 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

9.2.3 Commence an action to recover damages; and/or

9.2.4 Take any and all actions reasonably necessary to correct such failure, which actions may include, where applicable, but are not limited to, removing any addition, alteration, IMPROVEMENT or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The

ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, cost or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located.

9.3 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed one month's ASSESSMENT for COMMON EXPENSES for the first offense, two months' ASSESSMENT for COMMON EXPENSES for a second similar offense, and three months' ASSESSMENT for COMMON EXPENSES for a third or subsequent similar offense. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the OWNER fails to cure any continuing violation within 30 days after written notice of such violation, or if such violation is not capable of being cured within such 30-day period, the OWNER fails to commence action reasonably necessary to cure the violation within such 30-day period or shall thereafter fail to proceed diligently to cure the violation as soon as is reasonably practical, a daily fine may be imposed until the violation is cured in an amount not to exceed one-fourth (1/4) of one month's ASSESSMENT for COMMON EXPENSES. Prior to imposing any fine, the OWNER or tenant shall be afforded an opportunity for a hearing after reasonable notice to the OWNER or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the DECLARATION, BYLAWS, or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the ASSOCIATION. The OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the BOARD so determines, it may impose such fine as it deems appropriate by written notice to the OWNER or tenant. If the OWNER or tenant fails to attend the hearing as set by the BOARD, the OWNER or tenant shall be deemed to have admitted the allegations contained in the notice to the OWNER or tenant. Any fine imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition of the fine or, if a hearing is timely requested, within ten (10) days after written notice of the BOARD's decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due, all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided. In any event, the ASSOCIATION shall not have the right to impose any fine against DECLARANT.

9.4 Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

9.5 Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees.

To the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION or the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

9.6 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees.

With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION, such person shall be required to immediately leave the SUBJECT PROPERTY and, if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

9.7 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

9.8 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION from executing any additional remedies, rights or privileges as may be granted or as it may have by law.

9.9 Enforcement By or Against Other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees, shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this

DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

9.10 Enforcement of Obligations of ASSOCIATION. The original DECLARANT, regardless of whether or not it is a member of the ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practicable, and in any event within ten (10) days after demand by the original DECLARANT or any controlling governmental authority, the original DECLARANT or such controlling governmental authority shall have the right to perform such maintenance, and in that event, all reasonable costs and expenses incurred by the original DECLARANT or such controlling governmental authority, plus interest at the highest rate permitted by law, shall be paid by the ASSOCIATION, plus any costs, expenses and attorney's fees incurred in connection with the enforcement of the ASSOCIATION's duties and obligations hereunder, or the collection of any such sums. The original DECLARANT or the controlling governmental authority shall have the right to collect such sums from the OWNERS, and in connection therewith, shall have all enforcement rights granted to the ASSOCIATION in connection with the collection of said monies, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the ASSOCIATION may be enforced by any UNIT OWNER by appropriate legal proceedings.

9.11 Dedications. The DECLARANT reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it or any interest or easement therein to any governmental or quasi-governmental agency or private or public utility company, and shall also have the right to direct the ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. This right of DECLARANT shall terminate when DECLARANT no longer has any interest in any portion of the SUBJECT PROPERTY, either as OWNER or as mortgagee, and thereafter, the right shall be vested in the ASSOCIATION. Any property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Article shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so dedicating, granting or conveying such property, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this DECLARATION.

10. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of the recording of this DECLARATION. Notwithstanding the foregoing, this DECLARATION may be sooner terminated, by one hundred (100%) percent of the OWNERS' executing a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time), under either of the following circumstances: (a) at any time if

no UNITS have been built or are then built on the LOTS; or (b) after the expiration of twenty (20) years from the date of the recording of this DECLARATION. After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the OWNERS of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DECLARANT so long as the DECLARANT owns any LOT, or holds any mortgage encumbering any LOT.

11. AMENDMENT.

11.1 Manner of Amendment. This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the OWNERS, except that if any provision of this DECLARATION requires more than a 2/3 vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the ASSOCIATION or by any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the OWNERS of such property or any portion thereof if the OWNERS are different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

11.2 Negative Covenants. No amendment shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of this amendment. No amendment may prejudice or impair the privileges and priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or obligations herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.3 Approval of Authority. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water

management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

12. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

12.1 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely receive written notice of:

12.1.1 Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

12.1.2 Any sixty (60) day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

12.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

12.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

12.2 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary, may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise specifically required to join in an amendment to this DECLARATION.

12.3 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the ASSOCIATION which are in default, or any overdue insurance premiums required to be purchased by the ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed

immediate reimbursement therefor from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

13. DISCLOSURE. DECLARANT discloses that a Declaration of Restrictive Covenant for the Voluntary Density Bonus Program Affordable Housing ("VDB") was filed in Official Records Book 11054, Page 16, and in Official Records Book 11208, Page 212, of the Public Records of Palm Beach County, Florida, a copy of which is attached hereto as Exhibit "F". The purpose of the VDB is to provide an award of additional density beyond that authorized by the designated land use density for the Development, in exchange for the provision of affordable housing opportunities. The VDB permits occupancy of a UNIT by one or more persons from Eligible Households as defined in the VDB and in the guidelines of the U.S. Department of Housing and Urban Development ("HUD"), localized for Palm Beach County, Florida, on a year-round basis as the primary residence. The VDB further provides that procedures for selection of an occupant of an Affordable Unit shall not discriminate against any applicant based upon any protected class included in any federal, state or local fair housing law.

14. MISCELLANEOUS.

14.1 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

14.2 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

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

14.4 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law

14.5 Assignment of DECLARANT'S Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

14.6 Performance of ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

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

14.8 Lawsuits Brought by the ASSOCIATION. In the event the ASSOCIATION or any OWNER desires to make any claim against DECLARANT, whether for money damages or otherwise, the ASSOCIATION or the OWNER, as the case may be, shall give DECLARANT written notice of such claim, which notice shall state the nature of the claim, the amount of the claim, and shall require DECLARANT to elect to arbitrate such claim pursuant to this paragraph. DECLARANT shall have the right to require such claim to be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, then obtaining by written notice delivered to the ASSOCIATION or the OWNER, as applicable, within thirty (30) days after receipt of the foregoing notice, and if DECLARANT so elects, then such claim must be submitted to binding arbitration by the ASSOCIATION or the OWNER. The result of such arbitration shall be specifically enforceable under the laws of the State of Florida. Any award or decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable laws of the State of Florida. In any event, the ASSOCIATION shall not commence any legal proceedings on its behalf or on behalf of the OWNERS, and shall not spend any money or make an assessment for any money to pay for attorneys' fees or any other fees, costs, or expenses of any kind or nature whatsoever to investigate, prepare for, or research any legal proceedings without the consent of at least 75% of all of the OWNERS obtained at a duly called special meeting of the OWNERS for the purpose of approving such action, and without the consent of INSTITUTIONAL LENDERS holding a majority of the mortgages that encumber the LOTS, except for legal proceedings against an OWNER, other than DECLARANT, to enforce the OWNER's obligations, monetary or otherwise, under this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations.

14.9 FHAVA Approval. As long as there is a Class B membership as defined in the ARTICLES, if any mortgage encumbering any LOT is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, the following action must be approved by such agency or agencies: (i) any annexation of additional property, except for any property specifically identified in this DECLARATION; (ii) any merger or consolidation of the ASSOCIATION; (iii) any mortgaging or dedication of any COMMON AREA; (iv) any dissolution of the ARTICLES or the ASSOCIATION; and (v) any amendment of the ARTICLES, except for an amendment made to correct errors or omissions, or required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to DECLARANT or to the ASSOCIATION within 20 days after a request

for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

14.10 Modification of Development Plan. DECLARANT reserves the right at any time and from time to time to modify the development plan for all or any portion of the SUBJECT PROPERTY, and in connection therewith to develop UNITS upon the SUBJECT PROPERTY which are substantially different from the UNITS planned for the SUBJECT PROPERTY from time to time, and in the event DECLARANT changes the type, size, or nature of the UNITS or other IMPROVEMENTS to be constructed upon the SUBJECT PROPERTY, DECLARANT shall have no liability therefor to any OWNER. In addition, DECLARANT makes no representations or warranties as to the manner in which any other property outside of the SUBJECT PROPERTY will be developed, and shall have no liability to any OWNER as regards the development of any other property in or around the SUBJECT PROPERTY.

14.11 Utility Deposits. It is acknowledged that various utility deposits may be required for utility services for the COMMON AREAS which will be supplied as a COMMON EXPENSE, and in the event DECLARANT pays for such deposits, DECLARANT shall be entitled to reimbursement from the ASSOCIATION when funds are available for such reimbursement, and until DECLARANT is reimbursed for any deposits paid by it, DECLARANT shall be entitled to any refunds of any utility deposits from the appropriate authority holding same, and if any deposit is refunded to the ASSOCIATION, same shall be promptly paid to DECLARANT by the ASSOCIATION upon receipt.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 15 day of September, 2000.

Witnesses:

Marie Hurt

MARIE HURT
Print name of witness

Vanessa Arano

Vanessa Arano
Print name of witness

BRIGHTON AT SUMMIT LAKE, L.C., a Florida limited liability company

By: [Signature]

Name: Michael Rabin

Title: Vice President

Not a Certified Copy

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

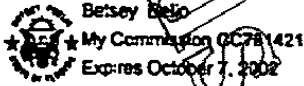
The foregoing instrument was acknowledged before me this 13 day of September, 2000, by Michael Rabin, as Vice President of BRIGHTON AT SUMMIT LAKE, L.C., a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or produced _____ as identification.

Betsy Bello
Notary Public, State of Florida

My commission expires:

BETSEY BELLO

Print name of notary public



This is not a certified copy

JOINDER BY MORTGAGEE

The undersigned mortgagee hereby joins in on the execution of the filing of this Declaration of Covenants and Restrictions for SUMMIT LAKE by signing below.

Witnesses:

[Signature]

WILLIAM B. SHOOK

Print name of witness

[Signature]

Gloria Pelaez-Cabouli

Print name of witness

City National Bank of Florida, a National Banking corporation

By: _____

Name: Jonathan Rehman

Title: SR. Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of September, 2000, by Jonathan Rehman as Senior Vice Pres of City National Bank of Florida, a National Banking corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

[Signature]

Notary Public, State of Florida

My commission expires:

[Signature]

Print name of notary public

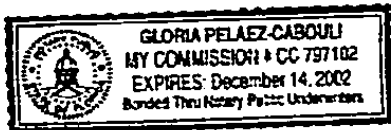


Exhibit "A"

Legal Description of Common Areas

Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R of SUMMIT LAKE, according to the Plat thereof as filed in Plat Book 87, at Page 130, of the Public Records of Palm Beach County.

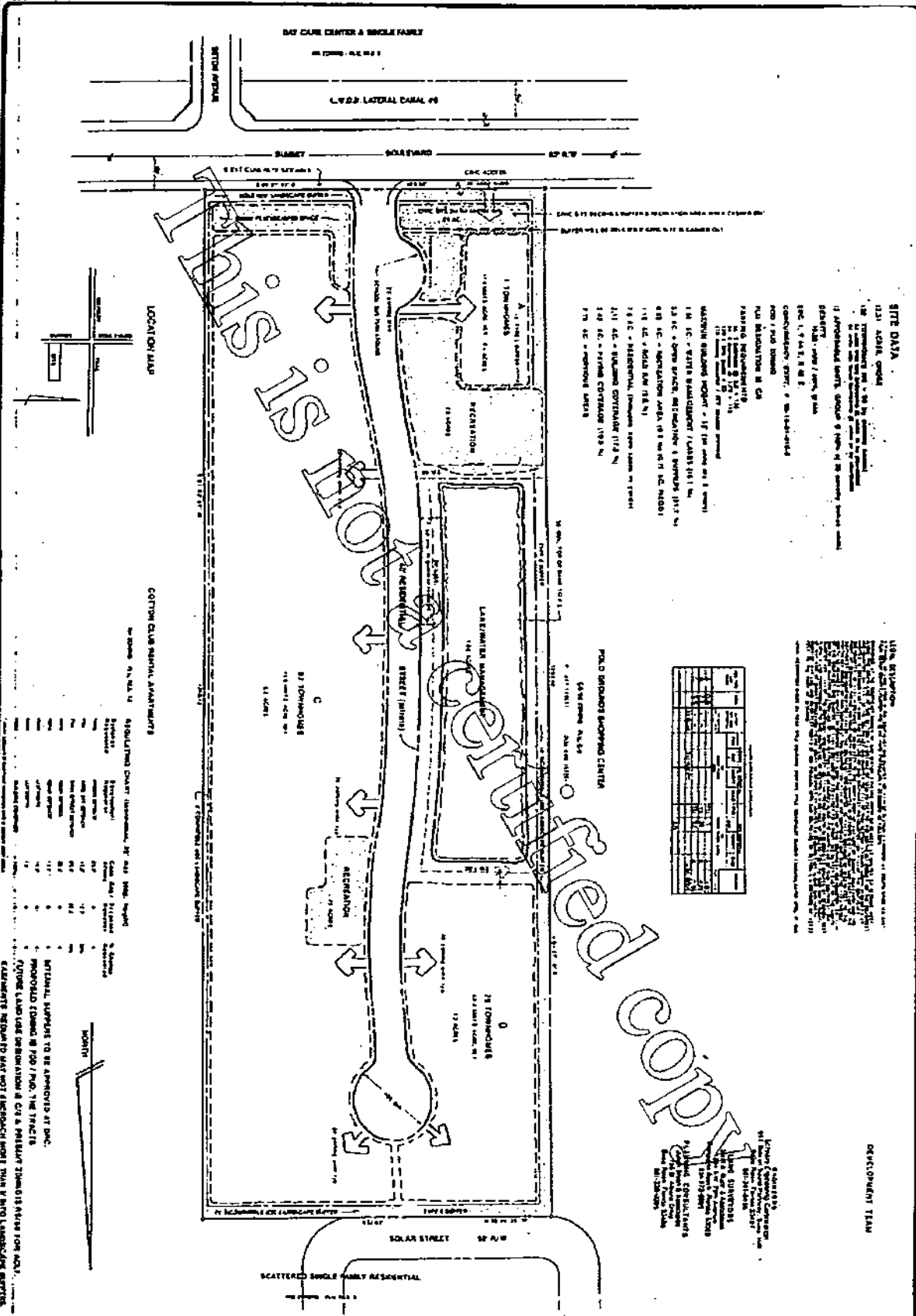
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Exhibit "B"

Site Plan

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42



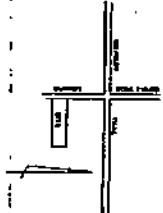
SITE DATA

1231 ACRES, 1000' x 1000' (approx.)
 1.17 TOWNSHIP 30 S, RANGE 28 E, SECTION 16
 1.18 TOWNSHIP 30 S, RANGE 28 E, SECTION 17
 1.19 TOWNSHIP 30 S, RANGE 28 E, SECTION 18
 1.20 TOWNSHIP 30 S, RANGE 28 E, SECTION 19
 1.21 TOWNSHIP 30 S, RANGE 28 E, SECTION 20
 1.22 TOWNSHIP 30 S, RANGE 28 E, SECTION 21
 1.23 TOWNSHIP 30 S, RANGE 28 E, SECTION 22
 1.24 TOWNSHIP 30 S, RANGE 28 E, SECTION 23
 1.25 TOWNSHIP 30 S, RANGE 28 E, SECTION 24
 1.26 TOWNSHIP 30 S, RANGE 28 E, SECTION 25
 1.27 TOWNSHIP 30 S, RANGE 28 E, SECTION 26
 1.28 TOWNSHIP 30 S, RANGE 28 E, SECTION 27
 1.29 TOWNSHIP 30 S, RANGE 28 E, SECTION 28
 1.30 TOWNSHIP 30 S, RANGE 28 E, SECTION 29
 1.31 TOWNSHIP 30 S, RANGE 28 E, SECTION 30

FIELD INQUIRY RESPONSE CENTER

Item	Description	Quantity	Notes
1	Office Space	10,000 sq ft	
2	Storage	5,000 sq ft	
3	Reception	2,000 sq ft	
4	Waiting Area	3,000 sq ft	
5	Restrooms	1,000 sq ft	
6	Break Room	1,000 sq ft	
7	Conference Room	1,000 sq ft	
8	Exterior	10,000 sq ft	
9	Site Work	10,000 sq ft	
10	Site Work	10,000 sq ft	
11	Site Work	10,000 sq ft	
12	Site Work	10,000 sq ft	
13	Site Work	10,000 sq ft	
14	Site Work	10,000 sq ft	
15	Site Work	10,000 sq ft	
16	Site Work	10,000 sq ft	
17	Site Work	10,000 sq ft	
18	Site Work	10,000 sq ft	
19	Site Work	10,000 sq ft	
20	Site Work	10,000 sq ft	

LOCATION MAP



COTTON CLUB RENTAL APARTMENTS

Unit	Area	Notes
1	1,000 sq ft	
2	1,000 sq ft	
3	1,000 sq ft	
4	1,000 sq ft	
5	1,000 sq ft	
6	1,000 sq ft	
7	1,000 sq ft	
8	1,000 sq ft	
9	1,000 sq ft	
10	1,000 sq ft	
11	1,000 sq ft	
12	1,000 sq ft	
13	1,000 sq ft	
14	1,000 sq ft	
15	1,000 sq ft	
16	1,000 sq ft	
17	1,000 sq ft	
18	1,000 sq ft	
19	1,000 sq ft	
20	1,000 sq ft	

APPROVALS TO BE APPROVED BY DDC:
 APPROVAL (FORM) IN 700 / P.D. THE TRACTS
 EXISTING (FORM) IN 700 / P.D. THE TRACTS
 EXISTING (FORM) IN 700 / P.D. THE TRACTS

PRELIMINARY DEVELOPMENT PLAN
BRIGHTON SUMMIT P.U.D.
 PALM BEACH COUNTY, FLORIDA

Exhibit "C"

Legal Description of Subject Property

All of SUMMIT LAKE, according to the Plat thereof as filed in Plat Book 87, at Page 130, of the Public Records of Palm Beach County.

This is not a certified copy

Exhibit "D"

Articles of Incorporation

This is not a certified copy

**ARTICLES OF INCORPORATION
OF
SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

BRIGHTON AT SUMMIT LAKE, L.C., a Florida limited liability company ("DECLARANT"), owns certain property in Palm Beach County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Declaration of Covenants and Restrictions for SUMMIT LAKE (the "DECLARATION") which will affect the SUBJECT PROPERTY. This Association is being formed as the Association to administer the DECLARATION, and to perform the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Palm Beach County, Florida, with these Articles of Incorporation, attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE 1 - NAME

The name of the corporation is SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE 2 - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

- 2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
- 2.2 To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION.
- 2.3 To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

PREPARED BY:
Norman Leopold, Esquire
LEOPOLD & LEOPOLD, P.A.
20801 Biscayne Blvd., #501
Aventura, FL 33180
Florida Bar No 163308

ARTICLE 3 - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

3.2 To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:

3.2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.2.2 To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION's powers and duties.

3.2.3 To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.

3.2.4 To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS, and other property under the jurisdiction of the ASSOCIATION.

3.2.5 To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

3.2.6 To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

3.2.7 To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

3.2.8 To obtain insurance as provided by the DECLARATION.

3.2.9 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

3.2.10 To sue and be sued.

3.2.11 To operate and maintain the surface water management system for the SUBJECT PROPERTY as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, as may be applicable.

3.2.12 To contract for cable television, security and other services for the SUBJECT PROPERTY.

ARTICLE 4 - MEMBERS

4.1 The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership is appurtenant to and inseparable from ownership of a LOT. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the SUBJECT PROPERTY is located of the deed or other instrument establishing the acquisition of the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, BRIGHTON AT SUMMIT LAKE, L.C., shall be the sole member of the ASSOCIATION.

4.2 The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

4.3 The share of each member in the funds and assets of the ASSOCIATION, and the COMMON SURPLUS, and any membership in the ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

ARTICLE 5 - VOTING RIGHTS

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

5.1 Class A. Class A members shall be all OWNERS with the exception of the DECLARANT and shall be entitled to one vote for each LOT owned. When more than one (1) person holds an interest in any LOT, all such persons shall be members. The vote for such LOT shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any LOT.

5.2 Class B. Class B member(s) shall be the DECLARANT (as defined in the DECLARATION) and shall be entitled to three (3) votes for each LOT owned. The Class B

membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

5.2.1 75% of the LOTS are deeded to OWNERS with the exception of the DECLARANT; or

5.2.2 seven (7) years from the date of this instrument.

ARTICLE 6 - TERMS OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE 7 - INCORPORATOR

The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Norman Leopold	20801 Biscayne Blvd., Suite 501 Aventura, FL 33180

ARTICLE 8 - DIRECTORS

8.1 The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be members of the ASSOCIATION.

8.2 All of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to the approval by the members only when specifically required.

8.3 So long as Class B membership shall exist pursuant to the provisions of Article 5 hereinabove, DECLARANT shall have the right to appoint all of the directors, and thereafter shall have the right to appoint one director so long as the DECLARANT owns any LOT. The DECLARANT may waive its right to elect one or more directors by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members. When the DECLARANT no longer owns any LOT within the SUBJECT PROPERTY, all of the directors shall be elected by the members in the manner provided by the BYLAWS.

8.4 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS; however, any director appointed by the DECLARANT may

be removed only by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.

8.5 The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Robert Stiegele	7200 N.W. 7th Street, Suite 300 Miami, Florida 33126
Michael Rabin	7200 N.W. 7th Street, Suite 300 Miami, Florida 33126
Tom Daddario	7200 N.W. 7th Street, Suite 300 Miami, Florida 33126

ARTICLE 9 - OFFICERS

The officers of the ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President	Robert Stiegele
Vice President	Michael Rabin
Secretary	Tom Daddario
Treasurer	Robert Stiegele

ARTICLE 10 - INDEMNIFICATION

10.1 The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative proceedings brought by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the ASSOCIATION unless and only to the

extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

10.2 To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

10.4 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.5 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 11 - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the directors and/or members in the manner provided by the BYLAWS.

ARTICLE 12 - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

12.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual meeting or a special meeting.

12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of not less than two-thirds (2/3rds) of the votes of the entire membership of the ASSOCIATION.

12.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

12.5 If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the SUBJECT PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to Article 8.

12.7 No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the SUBJECT PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

12.8 Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE 13 - DISSOLUTION

In the event of dissolution or final liquidation of the ASSOCIATION, the assets, both real and personal, of the ASSOCIATION shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the ASSOCIATION. No such disposition of ASSOCIATION properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded DECLARATION unless made in accordance with the provisions of such DECLARATION.

ARTICLE 14 - ADDRESS

The post office address of the principal office of this corporation shall be 7200 N.W. 7th Street, Suite 300, Miami, Florida 33126, or at such other place as may hereafter be designated by the Board of Directors. The post office address of the registered office of this corporation shall be 20801 Biscayne Boulevard, Suite 501, Aventura, Florida 33180, or at such other place as may hereafter be designated by the Board of Directors. The registered agent of this corporation shall be NORMAN LEOPOLD, whose business address is and will be identical with the registered office of the corporation.

ARTICLE 15 - FHA/VA APPROVAL

As long as there is a Class B membership as defined in the ARTICLES, if any mortgage encumbering any LOT is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, the following action must be approved by such agency or agencies: (i) any annexation of additional property, except for any property specifically identified in the DECLARATION; (ii) any merger or consolidation of the ASSOCIATION; (iii) any mortgaging or dedication of any COMMON AREA; (iv) any dissolution of these ARTICLES or the ASSOCIATION; and (v) any amendment of these ARTICLES, except for an amendment made to correct errors or omissions, or required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to DECLARANT or to the ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

WHEREFORE, Norman Leopold, being the incorporator of the ASSOCIATION, has executed these ARTICLES on this 8 day of September, 2000.

Norman Leopold
Norman Leopold

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 8th day of September, 2000, by Norman Leopold, who is personally known to me or produced _____ as identification.

Sue Jacks
Notary Public, State of Florida

My commission expires: 

Sue Jacks
Print name of notary public

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of §607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.
2. The name and address of the registered agent and office is: Norman Leopold, 20801 Biscayne Boulevard, Suite 501, Aventura, Florida 33180.

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Norman Leopold
Norman Leopold

Date: September 8, 2000

COPIES

Exhibit "E"

By-Laws

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EXHIBIT "E"

**BYLAWS
OF
SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT**

1. GENERAL PROVISIONS.

1.1 Identity. These are the BYLAWS of **SUMMIT LAKE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION", a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.5 Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION.

1.6 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES and the DECLARATION.

2. MEMBERSHIP IN GENERAL.

2.1 Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership for each LOT shall be established upon the recording of the DECLARATION. Prior to the recording of the DECLARATION, BRIGHTON AT SUMMIT LAKE, L.C., a Florida limited liability company, shall be the sole member of the ASSOCIATION, but its membership shall terminate upon the recording of the DECLARATION, unless it owns any LOT(S).

2.2 Changes in Membership. The transfer of the ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of notice, voting, ASSESSMENTS, or for any other purpose.

2.3 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any changes of address of the member, or of the change of ownership of the member's LOT, as set forth above. Any member who mortgages his LOT shall notify the ASSOCIATION of the name and address of his mortgagee. Any member who satisfies the mortgage encumbering his LOT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagees shall also be maintained in the member register.

3. MEMBERSHIP VOTING.

3.1 Voting Rights. The ASSOCIATION shall have two (2) classes of voting membership:

3.1.1 Class A. Class A members shall be all OWNERS with the exception of the DECLARANT and shall be entitled to one vote for each LOT owned. When more than one (1) person holds an interest in any LOT, all such persons shall be members. The vote for such LOT shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any LOT.

3.1.2 Class B. Class B member(s) shall be the DECLARANT (as defined in the DECLARATION) and shall be entitled to five (5) votes for each LOT owned. The Class

B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

3.1.2.1 when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

3.1.2.2 seven (7) years from the date of this instrument.

3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy (if permitted by law or by these Bylaws) at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, the DECLARATION, the ARTICLES, or these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the LOTS shall constitute a quorum.

3.3 Determination as to Voting Rights.

3.3.1 In the event any LOT is owned by one person, his right to cast the vote for the LOT shall be established by the record title to his LOT.

3.3.2 In the event any LOT is owned by more than one person or by an entity, the vote for the LOT may be cast at any meeting by any co-owner of the LOT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the LOT shall be cast, or in the event the co-owners are unable to concur on their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT, and the directors and officers of a corporation owning a LOT shall be deemed co-owners of the LOT.

3.4 Proxies. Members may not vote by general proxy but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or Bylaws or for any matter that requires or permits a vote of the members. Any authorized proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Every proxy shall contain

the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items for which the proxy holder may vote, and the manner in which the vote is to be cast. For election of members to the board of directors, members shall vote in person at a meeting of the members or by a ballot that the member personally casts.

4. MEMBERSHIP MEETINGS.

4.1 **Who May Attend.** In the event any LOT is owned by more than one person, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation, any director, officer, employee or other designated agent of the corporation may attend any meeting of the members. However, the vote for any LOT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL LENDERS have the right to attend all meetings of members.

4.2 **Place.** All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3 **Notices.** Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given by first-class mail or personal delivery to each member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the records of the ASSOCIATION, with postage thereon prepaid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.3.2 of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the LOT OWNER(S) of the LOT otherwise request.

4.4 **Waiver of Notice.** Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting.

except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the BOARD and as is contained in the notice of such meeting. However, so long as DECLARANT is entitled to appoint a majority of the directors of the ASSOCIATION, no annual meetings will be required.

4.6 Special Meetings. Special meetings of the members may be called at any time by any director, the President, or at the request, in writing, of not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members who were present at such meeting.

4.8 Organization. At each meeting of the members, the President, the Vice President, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.9 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1 Determination of chairman of the meeting;
- 4.9.2 Calling of the roll and certifying of proxies;
- 4.9.3 Proof of notice of meeting or waiver of notice;

- 4.9.4 Reading and disposal of any unapproved minutes;
- 4.9.5 Election of inspectors of election;
- 4.9.6 Determination of number of directors;
- 4.9.7 Election of directors;
- 4.9.8 Reports of directors, officers or committees;
- 4.9.9 Unfinished business;
- 4.9.10 New business; and
- 4.9.11 Adjournment.

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection at any reasonable time by the members or their authorized representatives, and the directors. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as a co-owner pursuant to Paragraph 3.3.2 of these BYLAWS.

5. DIRECTORS.

5.1 Membership. The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than nine (9) directors. So long as the DECLARANT is entitled to appoint any director pursuant to the ARTICLES, the number of directors will be determined, and may be changed from time to time by the DECLARANT by written notice to the BOARD. After the DECLARANT is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the

notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by death, resignation or removal of a director). In any event, there shall always be an odd number of directors.

5.2 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.2.1 Within sixty (60) days after the members other than the DECLARANT are entitled to elect any directors, as provided in the ARTICLES, or within sixty (60) days after the DECLARANT notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call and give not less than thirty (30) days nor more than forty (40) days' notice of a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DECLARANT. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting, the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so, any directors appointed by DECLARANT which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION. In the event such a special meeting is called and held, at the meeting, the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.2.2 Except as provided above, the members shall elect directors at the annual meeting of the members.

5.2.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or

until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.4 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.6 Special Meetings. Special meetings of the BOARD may be called at any time by any director or by the President.

5.7 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least forty-eight (48) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.8 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD, but such concurrence may not be used for the purposes of creating a quorum.

5.9 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting,

any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the President of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a BOARD meeting shall be:

- 5.11.1 Calling of the roll;
- 5.11.2 Proof of due notice of meeting;
- 5.11.3 Reading and disposal of any unapproved minutes;
- 5.11.4 Reports of officers and committees;
- 5.11.5 Election of officers;
- 5.11.6 Unfinished business;
- 5.11.7 New business; and
- 5.11.8 Adjournment.

5.12 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection at any reasonable time by the members of the ASSOCIATION, or their authorized representatives, and the directors. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.13 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.1 Any director other than a director appointed by the DECLARANT may be removed by majority vote of the remaining directors, if such director: (a) has been absent for the last three (3) consecutive BOARD meetings, and/or adjournments and continuances of such meetings; or (b) is an OWNER and has been delinquent for more than thirty (30) days after written notice in the payment of ASSESSMENTS or other moneys owed to the ASSOCIATION.

5.15.2 Any director other than a director appointed by the DECLARANT may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent (10%) of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.16 Vacancies.

5.16.1 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual meeting of members and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of directors permitted by the ARTICLES, and any vacancies on the BOARD may be filled by the DECLARANT to the extent that the number of directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of directors the DECLARANT is then entitled to appoint.

5.16.2 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any OWNER may apply to the Circuit Court of the County in which the SUBJECT PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If, during such time, the ASSOCIATION fails to fill the vacancies, the OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17 **Directors Appointed by the DECLARANT.** Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DECLARANT shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT.

5.18 **Compensation.** The directors shall not be entitled to any compensation for serving as directors unless the members approve such compensation, provided however, the ASSOCIATION may reimburse any director for expenses incurred on behalf of the ASSOCIATION without approval of the members.

5.19 **Powers and Duties.** The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

6. OFFICERS.

6.1 Members and Qualifications. The officers of the ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause, may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4 The President. The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.5 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.6 The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association, and as may be required by the directors or the President.

6.7 The Treasurer. The Treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep

books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of Treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.8 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.1 Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.2 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any account of the ASSOCIATION.

7.3 Depositing of Payments. All sums collected by the ASSOCIATION from ASSESSMENTS may be deposited in a single fund or divided into more than one fund, as determined by the BOARD.

7.4 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to: (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative,

within fifteen (15) days after same is completed. In no event is DECLARANT obligated to conduct a review of the accounts of the ASSOCIATION at any time. Any such review, if requested by the BOARD or by the ASSOCIATION, shall be conducted at the sole expense of the ASSOCIATION.

7.5 Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain.

8. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten percent (10%) or more of the members of the ASSOCIATION.

9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.3.2 Notwithstanding anything contained herein to the contrary, so long as the DECLARANT is entitled to appoint a majority of the directors, the DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of the BOARD or any member, and so long as the DECLARANT owns any LOT, no amendment to these BYLAWS shall be effective without the written approval of the DECLARANT.

9.4 Restrictions on Amendments. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES. Prior to the closing of the sale by the DECLARANT of all LOTS, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors.

9.5 No discrimination. No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

9.6 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the SUBJECT PROPERTY is located.

9.7 FHA/VA Approval. Any amendment made by DECLARANT and any amendment made by the members while there is a Class B membership must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a LOT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the OWNERS or materially and adversely affects the general scheme of development created by the DECLARATION. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with requirement of any INSTITUTIONAL LENDER so that such lender will make, insure or guaranty mortgage loans for the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the ASSOCIATION within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

10. MISCELLANEOUS.

10.1 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

10.2 Partially Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3 Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

This is not a certified copy

Exhibit "F"

Declaration of Restrictive Covenant for the Voluntary Density Bonus Program Affordable Housing

This is not a certified copy

RECORD AND RETURN TO:

Name: ✓ LEOPOLD & LEOPOLD, P.A.
Address: 20801 Biscayne Blvd., #501
Aventura, FL 33180

ORB 12028 Pg 1214

THIS INSTRUMENT PREPARED BY:

Name: Norman Leopold, Esquire
LEOPOLD & LEOPOLD, P.A.
Address: 20801 Biscayne Blvd., #501
Aventura, FL 33180

[Space above line reserved for recording office use]

**DECLARATION OF RESTRICTIVE COVENANT
FOR THE
VOLUNTARY DENSITY BONUS PROGRAM AFFORDABLE HOUSING**

THIS DECLARATION OF RESTRICTIVE COVENANT FOR THE VOLUNTARY DENSITY BONUS PROGRAM AFFORDABLE HOUSING (the "Declaration") is made by Elizabeth Properties, Inc., a Florida corporation ("Developer") as the current owner of the properties described on Exhibit "A" attached hereto.

1. Definitions. In this Covenant, the following words and phrases shall have the meanings indicated, unless the context requires otherwise.

a. "Affordable Housing" shall have the meaning contained in the Palm Beach County 1989 Comprehensive Land Use Plan's Housing Element, as of that date or as such term may be modified in future amendments to the Plan. As presently defined, Affordable Housing for an ownership project (Group B) means households with adjusted gross incomes less than or equal to eighty percent (80%) of the median adjusted gross income for households within the County.

b. "Adjusted Gross Income" as defined by the Palm Beach County Comprehensive Plan (Housing Element, Page 3.0 H-E), means all wages, assets, regular cash or non-cash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under Section 62 of the Internal Revenue Code.

c. "Affordable Unit" means those Units in the Development, as more particularly set forth in Exhibit "A" attached hereto and made a part hereof.

d. "Association" means the Homeowners' Association to be created in connection with the Development of the project known as "Summit Place".

e. "Developer" means the entity creating the Development pursuant to the Declaration of Covenants and Restrictions for Summit Place, recorded in Official Records Book _____, at Page _____, of the Public Records of Palm Beach County, Florida.

(not yet recorded)

f. "Development" means a planned unit development consisting of 128 townhouse units and common areas, to be created by the Developer and to be known as "Summit Place".

g. "Eligible Household" means one or more persons living together and sharing living expenses whose combined income does not exceed the limits of Group B households as identified in the guidelines of the U.S. Department of Housing and Urban Development ("HUD"), localized for Palm Beach County, Florida, and published annually by the Palm Beach County Department of Housing and Community Development. For purposes of this paragraph, one or more persons from this living arrangement will occupy an Affordable Unit in the Development on a year-round basis as the primary residence. The median household income is calculated as per the Annual Income Limits for West Palm Beach, Boca Raton and Delray Beach Metropolitan Statistical Area Table prepared by Palm Beach County Housing and Community Development, attached hereto as Exhibit "B", which is amended annually.

h. "Owner" means the person or entity identified in this document as the Developer and/or any successors or assigns holding an interest in an Affordable Unit.

2. Covenant. An Affordable Unit subject to this Declaration shall be occupied only by one who qualifies as an Eligible Household on the date of occupancy of the Affordable Unit.

3. Term of Covenant. The term of this Covenant shall be for a period of ten (10) years from the date that the first certificate of occupancy is issued for the Affordable Unit (the "Term").

4. Selection of Eligible Households. The County, the Developer, and the Association, their successors and assigns, agree that the procedures for selection of an occupant of an Affordable Unit under this paragraph shall not discriminate against any applicant based upon any protected class included in any federal, state or local fair housing law. For so long as the Developer is the owner of an Affordable Unit, selection of an Eligible Household, evaluation of its income and assignments of Affordable Units shall be performed exclusively by the Developer according to the expressed terms of this paragraph. Thereafter, such selection shall be performed by the Association. The Developer and the Association, as applicable, shall have the unrestricted right to screen all Eligible Household applicants. Such screening shall include, but not be limited to, creditworthiness, employer references, income and ownership of assets and any other background checks usually made by the Developer or the Association on any prospective purchaser's application. Subject to the foregoing, the Developer and the Association shall retain the exclusive and absolute right to reject Eligible Household applicants.

5. Occupancy of Affordable Units. It is the expressed intent of the Board of County Commissioners to provide an award of additional density beyond that authorized by its designated land use density for the Development, in exchange for the provision of affordable housing opportunities. It would not be acceptable, therefore, for the Developer to refuse to place Eligible Households in Affordable Units, thereby leaving them vacant for extended periods.

For purposes of this paragraph, an extended period shall be deemed to be longer than the average time needed to sell the Units not designated as Affordable Units. The Developer and the Association shall make available evidence that all Affordable Units have been sold at a rate of time equal to or less than the rate of time for the sale of the non-affordable units.

6. **Covenant Compliance.** The County shall have access to inspect the Affordable Units at reasonable times upon prior notice to the Developer, Owner and the Association of the intention to do so, and shall conduct such inspections when accompanied by the Developer, the Association or their designated agents.

7. **Annual Report.** The Developer and/or the Association shall provide information and documentation about the qualification of Eligible Households to occupy Affordable Units, as well as the maintenance of satisfactory occupancy rate for the Affordable Units for the purpose of assuring compliance with this paragraph. Not later than June 1st of each year following the issuance of the first certificate of occupancy for an Affordable Unit, for the term of this Covenant, the Association shall furnish to the County Department of Community Affairs an Annual Report, on a form provided by the County. This Annual Report shall contain, at a minimum, sufficient information and documentation to prove the compliance of the Owner with this Declaration for each sale or resale for the following:

- a. The identity of the Owner;
- b. The names of the members of the Eligible Households, identifying those members who are age 18 or older;
- c. The annual income of the members of the Eligible Households occupying the Affordable Unit;
- d. The location and identification of the Affordable Units within the Development;
- e. The compliance with the notice requirements explained below; and
- f. Identify any changes in ownership from the previous year's report.

8. **Covenant to Run with the Land.** It is intended that the agreements, covenants and restrictions set forth in this instrument shall run with the land constituting the Affordable Units, and be binding on the Owner, Developer, Association and their successors and assigns.

9. **Modification.** This instrument shall not be extinguished, enlarged, modified or replaced during the Term except with written authorization of the Palm Beach County Board of County Commissioners, together with the written consent of a majority of the Owners of the Affordable Units and shall be binding upon any owner(s), successor(s) and assigns(s) for the benefit of and shall be enforceable by the County and its successors and assigns during the Term.

10. **Enforcement.** Without limitation of any other rights or remedies of the County, its successors or assigns, in the event of any occupancy or vacancy of any Affordable Unit in

violation of the provisions hereof, the County shall be entitled to seek specific performance of the provisions hereof. If any action is required to enforce the provisions of this instrument, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of bringing the action, in addition to any other relief or remedy to which such party may be entitled. In addition to any other enforcement methods, the Code Enforcement Board of Palm Beach County may assume jurisdiction to enforce the terms hereof.

11. **Penalties; Remedies for Violations.** Should there be found any violation of any of the restrictions, covenants and/or agreements set forth herein, the Association shall be liable to pay to Palm Beach County money damages equivalent to five (5) times the amount of income by which the household exceeds the eligibility requirement. Any damages payable under this Section shall be paid into the Palm Beach County Affordable Housing Trust Fund.

12. **Notices and Reports.** All notices and reports required hereunder shall be sent to the Executive Director of the Palm Beach County Planning, Zoning and Building Department, 100 Australian Avenue, West Palm Beach, Florida 33406.

IN WITNESS WHEREOF, the parties have executed this Agreement in quadruplicate as of the day and year indicated below.

Executed by Developer on the 15th day of April, 1999

Witnesses:

Elizabeth Properties, Inc., a Florida corporation

Patricia Pitera
PATRICIA PITERA
Print name of witness

By: [Signature]
Name: Lisa Ramos
Title: Vice President

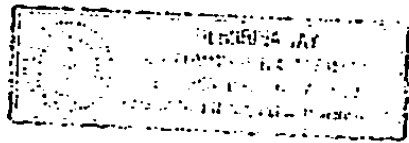
Barbara Pico
Barbara Pico
Print name of witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15 day of APRIL, 1999, by LISA RAMOS as Vice President of Elizabeth Properties, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

[Signature]
Notary Public, State of Florida
Deborah Jay
Print name of notary public

My commission expires:



COPIED

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

DRB 12028 Pg 1218
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

DRB 11054 Pg 20
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

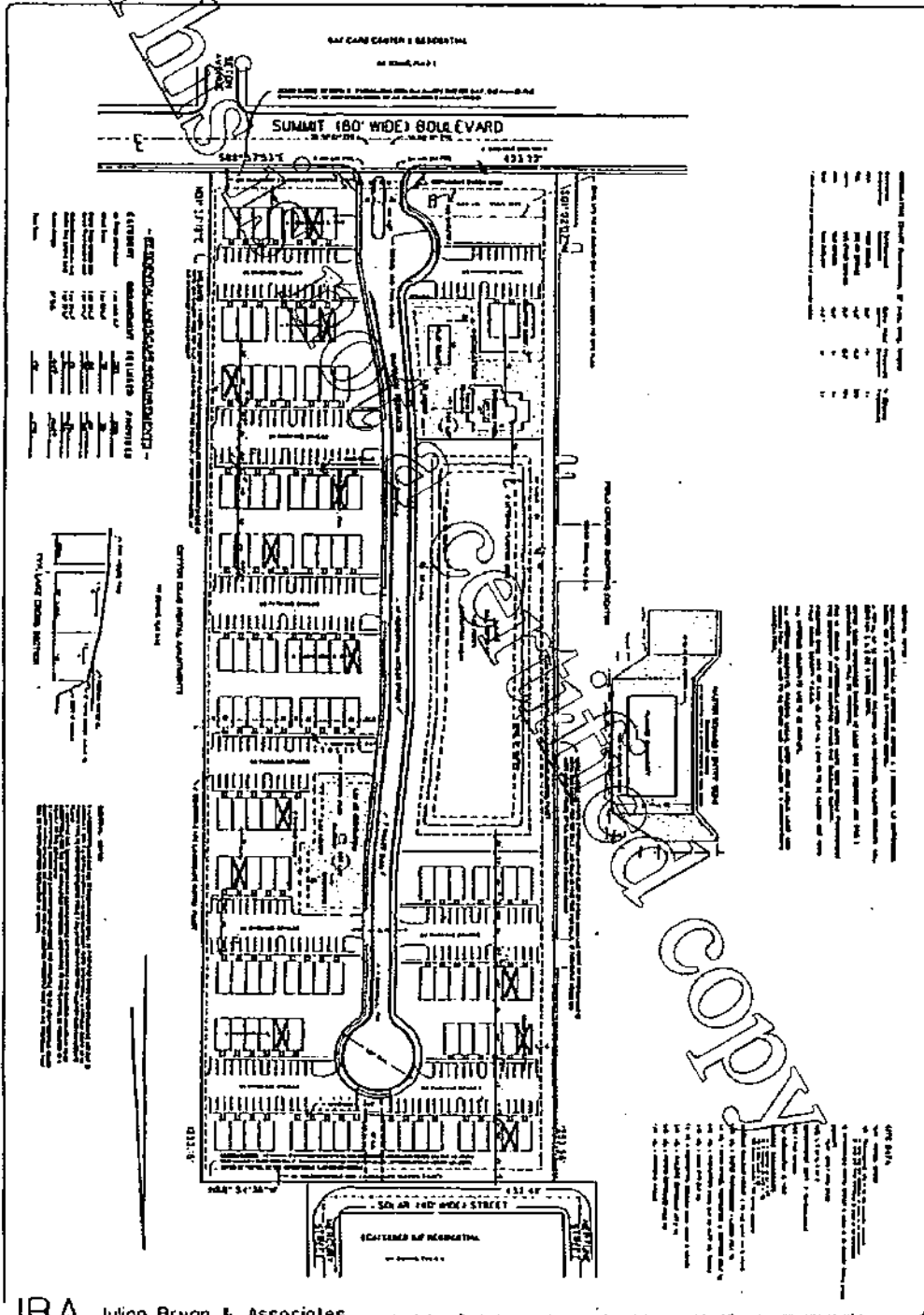


Exhibit A
(List of lots to be reserved for affordable units) =

JBA Julian Bryan & Associates

FINAL SUBDIVISION PLAN
 BRIGHTON SUMMIT PUD (VDB # 98-53)
 PLAN MADE COUNTY, FLORIDA
