

Section 12. Subordination of the Lien of Assessments to Mortgages held by Institutional First Mortgagees. The lien of any Assessments provided for in this Declaration shall be subordinate to the lien of an Institutional First Mortgagee recorded among the Public Records of Palm Beach County, Florida ("Institutional First Mortgage") prior to the recording of the claim of lien as to that Lot or Unit; provided, however, that in the event of a foreclosure, any purchaser at a foreclosure sale (including the holder or owner of an Institutional First Mortgage) and any mortgagee acquiring title by a deed-in-lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment accruing and becoming due after such foreclosure (or conveyance-in-lieu of foreclosure). All unpaid and accrued Assessments becoming due prior to the acquisition of title as a result of foreclosure or deed-in-lieu of foreclosure shall be deemed to be part of the Common Expenses divided equally among and payable by all Owners of Lots subject to Assessments by the Association, including the Lot as to which the foreclosure (or conveyance-in-lieu of foreclosure) took place, in the manner aforesaid, unless such Assessments are secured by a claim of lien recorded prior to the recording of the Institutional First Mortgage.

Section 13. Additional Assessments. The Assessments provided for hereinabove shall be in addition to all other Assessments which may be levied by the Ibis POA, in accordance with the Ibis Declaration and any other association of which the Owner may be a member.

Section 14. Drainage Taxes. Each Owner shall be assessed special drainage taxes levied by the District for the payment of bonds to finance and maintain drainage systems and related facilities throughout the Community. These taxes shall be paid by Owners directly to the Palm Beach County Tax Collector. Such taxes are separate and distinct from the Assessments paid or to be paid to the Association and to the Master Association, and are not governed by the covenants contained herein.

Section 15. Waiver of Use. No Owner may exempt himself or his Lot from personal liability for assessments duly levied by the Association, or release the Lot or Unit owned by his for the liens and charges hereof by waiver of the use and enjoyment of the Common Areas or the facilities thereon, or by abandonment of his property.

ARTICLE VIII TRANSFER OF PROPERTY

The transfer of each Lot or Home within the Property by sale, lease or otherwise is and shall be subject to the prior written approval of the Ibis POA, in accordance with the terms and provisions contained in the Ibis Declaration and the rules and regulations promulgated hereunder. An application and fee is required in connection therewith. No approval or fee is required hereunder for any transfer of a Lot from Ibis to the Declarant or from the Declarant to the purchaser from it of any Lot.

No Owner shall be entitled to a refund of any equity, reserves, Assessments or contributions to the Association upon the transfer, sale, lease or otherwise of such Owner's Lot or Home.

ARTICLE IX GENERAL USE RESTRICTIONS

All real property within the Project shall be held, used and enjoyed subject to the following limitations and restrictions, except as to exemptions applicable to the Declarant, as set forth herein.

Section 1. Regulation of Uses. Notwithstanding anything to the contrary contained herein, the Declarant reserves, until such time as Declarant transfers control of the Association to the Owners, the right to regulate the use of the Property through the establishment and publication, and amendment or revision, of rules and regulations ("Rules and Regulations"). Owners consent to the foregoing and agree to abide by all such Rules and Regulations.

Section 2. Land Use and Building Type. The Lots subject to this Declaration may be used only for single family residential purposes. No business or commercial building may be erected on any Owner's property, and no business may be conducted on any part thereof. Notwithstanding the foregoing to the contrary, an Owner may conduct business activity in his Unit via a computer or other device which is not a nuisance to the other Owners, provided that (a) customers or clients of the Owner shall not visit the Unit; (b) that business associates or employees of the Owner shall not conduct any business activity from the Unit; and (c) that the business activity conducted at the Unit is in

compliance with applicable law and the Ibis Declaration. The Declarant is ~~not~~ ^{not} obligated to construct, one or more differing types of Homes on the Property. No Home or other structure or Improvement shall be erected upon any Lot without prior written approval of the Ibis POA. No platted Lot shall be further subdivided, except by the Declarant, and except that the Declarant may: (i) replat all or a portion of the Property without approval of Owners, or (ii) convey a portion of a Lot to the Owner of an adjacent Lot, provided that, in either such case, the Property is used solely for residential purposes. Notwithstanding anything herein to the contrary, such conveyance of a portion of a Lot to the Owner of an adjacent Lot shall be deemed to be consistent with and permitted by all other provisions of this Declaration, as the same may be amended from time to time. To the extent that any conveyance of a portion of a Lot is made by the Declarant to the Owner of an adjacent Lot who may have previously been granted easement rights in the portion of the Lot so conveyed, there shall be a merger of title in the grantee with respect to the portion of the Lot conveyed to the Owner of the adjacent Lot.

Section 3. Clothes Drying Area. No portion of the Property shall be used as a clothes-drying or hanging area for laundry or clothing of any kind except to the extent permitted by any law.

Section 4. Pre-wiring for Cable TV. All Homes or Units shall be pre-wired during construction to accommodate cable television. Each Home or Unit shall contain at least two (2) cable television outlets upon its completion. In no manner shall this provision be construed as a representation or warranty by Declarant that cable TV service will be provided to any Home, Lot or Unit.

Section 5. Security Wiring. All Homes or Units shall be pre-wired for installation of a Home security system containing at least the following features: warning system for smoke, fire, and panic with motion sensors. Each Owner should give preference when connecting the security equipment for monitoring to use the same security monitoring company that is otherwise serving the Community in order to provide for uniformity and compatibility and effectiveness of service. The provisions of pre-wiring for installation of a Home security system in no manner shall be deemed a representation or warranty by Declarant, the Ibis POA or the Association of security service being provided by any of said entities, or their respective successors and assigns.

Section 6. Underground Wires; Antennas, Aerials and Satellite Dishes. All electrical conduits and hook-ups shall be kept underground. No overhead wires, poles, or overhead facilities of any kind for electrical, telephone or TV service will be permitted. No antennas, aerials or satellite dishes of any kind shall be placed upon the roof or exterior of any Units. All antennas or aerials, if any, must be of the concealed type, installed inside the attic space of a Home or Unit and screened from view by landscaping or as otherwise approved in writing by the Ibis POA.

Section 7. Energy Saving Devices. All Homes shall contain energy saving devices, including energy saving water closets, refrigerators, and motors acceptable to the Declarant. Time clocks shall be installed on all underground sprinkler or irrigation systems.

Section 8. Mailboxes. The design, size and type of any mailbox used or installed upon the Property must be approved in writing by the Ibis POA before use and installation, except for any mailboxes which may be provided by the Declarant.

Section 9. No Signs or Flags. No signs, posters, displays, billboards, advertising devices or flags of any character, including, but not limited to, "For Rent", "For Sale", or "Open" signs shall be displayed to the public view or placed upon any part of the Property or upon or within any vehicle or improvement upon any Lot, without the prior written approval of the Ibis POA. This section shall not apply to the Declarant and its agents, so long as the Declarant or Ibis own any property in the Project.

Section 10. Use of Boats. No motor-powered boat of any kind shall be kept or used upon any lake or waterway within the Property or within the Community, and no other watercraft shall be permitted to be kept anywhere within the Community without a license therefor being issued by the Ibis POA.

Section 11. Animals. No animals, livestock, reptiles or fowl shall be kept or maintained on the Project, except that no more than two (2) dogs or cats (or one of each) or other common household pets for their pleasure and use of the occupants, provided, they are not kept, bred, or maintained for any commercial purpose. All animals must be kept on a leash when outside of the Owner's property

and must not be allowed to run loose or become a nuisance to other Owners by barking or other acts. Pets may be walked only in the yard of the Owner of the pet and not upon the Common Areas unless the Board specifically designates an area for such use in the future. All Owners of pets shall be responsible for cleaning up after their pet. The Board is authorized to promulgate rules and regulations regarding the keeping or maintaining of pets. The Board shall have the right to require any pet to be removed from the Home or Unit which causes an unreasonable source of annoyance to any Owner, or if the Owner violates any provision of this Declaration relating to pets or violates any of the Rules and Regulations now or hereafter existing relating to pets.

Section 12. Vehicles. No vans, except passenger vans [with full permanent seating capacity for at least five (5) passengers, excluding the driver, and having front and rear seat side windows installed] shall be placed or parked upon any Owner's Lot or otherwise kept in the Project. This provision shall not apply during the construction phase of any construction being performed by one utilizing a truck during construction. No trailers or habitable motor vehicles of any nature, motorcycles, service vehicles, trucks or "pick-ups" or vehicles having printing or advertising on exterior surfaces shall be kept, stored, or parked overnight on any part of the Property except within an enclosed garage. No boats, on or off trailers, may be parked on any part of the Property, except in an enclosed garage, nor shall any maintenance or repairs be performed upon any boat or motor vehicle, except within an area totally isolated from public view. No vehicles, including service vehicles, shall be permitted to park on streets overnight or between the hours of 12:01 a.m. and 7:00 a.m.

Section 13. Nuisances. No illegal, immoral, noxious or offensive activity shall be carried on or permitted in any Homes, Units, Improvements, Lots or Common Areas located within the Project, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner or other having lawful use of any portion of the Property. No loud noises or noxious odors shall be permitted in or from any such Homes, Units, Improvements, Lots or on the Common Areas, and the Board of Directors shall have the right to determine if any noise, odor or activity constitutes a nuisance.

Section 14. Recreational Areas. All Recreational Facilities, if any, and Common Areas shall be used only for the intended purpose of furnishing services and facilities for enjoyment of the Owners. The Board is authorized to promulgate and enforce rules and regulations with regard to all aspects of use, operation and maintenance of the Recreational Facilities and Common Areas and may, from time to time, modify, add to or repeal any of such rules and regulations.

Section 15. Tennis Courts and Basketball Hoops. Tennis courts and basketball hoops and/or backboard are not permitted on any Lot or upon the Property.

Section 16. Garages and Garage Doors. Garages shall only be used for the storage of automobiles and other uses authorized herein and shall not, under any circumstances, be permanently enclosed or converted to other uses, including, but not limited to, incorporating the garage space, or any part thereof, into the interior living space of any Home. All garages shall be equipped with fully operational automatic garage door openers activated by a remote control garage door opener, and all garage doors must be closed, except when vehicles are entering or exiting from the garage. Each Owner shall be responsible for maintaining his own garage door opener in good working order at all times at the Owner's sole cost and expense.

Section 17. Garbage and Trash Disposal.

A. No garbage, refuse, trash or rubbish shall be kept or permitted on the Project, provided, however, that the requirements from time to time of the appropriate governmental authorities for disposal or collection shall be complied with by the Owner of each Home and his family, guests, lessees and others using the Home. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and no odor shall be permitted to arise therefrom.

B. All such garbage and trash shall be placed in rubberized garbage receptacles with tops or in such other containers as may hereafter be designated as acceptable by the Board. The garbage and trash shall be placed out on the street for collection the night before pick-up after sunset or on the day of collection on or before 6:00 a.m. All such garbage and trash receptacles shall be promptly picked up by each Owner and returned to such Owner's Home following the garbage and trash disposal pick-up.

Section 18. Insurance Rates. Nothing shall be done or kept in the common areas or Lots which will increase the rate of insurance of any property insured by the Association without the prior written approval of the Board, nor shall anything be done or kept in the buildings, Lots or on the Common Areas which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law, rule or regulation of any governmental subdivision or agency.

Section 19. Temporary Structures. No temporary building, outhouse, shed, tent, or trailer of any kind shall be erected, altered, placed or permitted to remain on any Property except as otherwise expressly permitted herein. Nor shall any docks, bulkheads, moorings, pilings, boat houses or boat shelters or any kind be erected on the Property or over waterways of the Property without the prior written consent of the Ibis POA. Temporary structures or trailers may be erected or placed on the Property by the Declarant during a reasonable period of construction for use as a construction office or supply office, but in no event as a residence. Said structures must be approved by the Ibis POA before being placed on the Property. All temporary construction trailers and similar facilities must be removed within ten (10) days after completion of such construction.

Section 20. Service Area. All exterior storage areas, side garage doors leading to service areas, and utility meters are to be screened from view from streets and adjacent properties by an enclosure, fence, wall or mature landscaping material in a manner acceptable to the Ibis POA.

Section 21. Miscellaneous. Children's outdoor play equipment, if any, on any Lot must be screened from view by an Ibis POA approved fence, wall or landscaping. Owners shall maintain the exterior of their Homes and yards in a neat and presentable manner and not permit children's toys, strollers, bicycles and the like to be left in front yards, driveways or in other locations which would detract from the overall appearance of the Project. No flammable material shall be kept or stored within any Home or garage. All window coverings, such as awnings, hurricane or security shutters, sun screening on windows and the like must be approved in writing by the Ibis POA ARB prior to installation.

ARTICLE X ARCHITECTURAL AND LANDSCAPING CONTROLS AND RESTRICTIONS

Section 1. Architectural Control. The Developer acknowledges that the Ibis POA has established an Architectural Review Board ("Ibis ARB") which is responsible for reviewing and approving all plans and specifications for new construction and modifications of existing buildings in the Community. The Board shall have the power to appoint an Architectural Review Board ("Sand Cay at Ibis ARB") for the purpose of architectural control within the Project. Unless and until the Board appoints Sand Cay at Ibis ARB, review and approval of all construction and modifications of buildings in the Project shall be performed by the Ibis ARB. In the event the Board of the Association appoints members to an architectural review board for the Association, the review and approval of plans, specifications and other matters submitted to such board shall be in addition to the Ibis ARB and not in place of it. In the event of any conflict between decisions, procedures or determinations of the Ibis ARB and Sand Cay at Ibis ARB, such decisions, procedures or determinations of the Ibis ARB shall govern and supersede in all instances. The Developer shall be exempt from the provisions of this Article X and from the provisions of Articles IX and XI of this Declaration, but not the provisions of the Ibis ARB and the Ibis Declaration.

Section 2. Sand Cay at Ibis Architectural Review Board. Sand Cay at Ibis ARB shall consist of not less than three (3) nor more than seven (7) members, the initial members of which shall consist of persons designated by the Declarant. Each of said persons shall hold office until all Homes planned for in the Project have been constructed and conveyed to buyers, or sooner, at the option of the Declarant. The Declarant shall have the power and authority to appoint successors to those members of Sand Cay at Ibis ARB originally selected by the Declarant. Sand Cay at Ibis ARB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of Sand Cay at Ibis ARB may take any action Sand Cay at Ibis ARB is empowered to take, may designate a representative to act for Sand Cay at Ibis ARB, and may employ personnel, and consultants to act for it. In the event of death, disability or resignation of any member of Sand Cay at Ibis ARB, the Board of Directors of the Association shall have full authority to designate a successor. The members of Sand Cay at Ibis ARB shall not be entitled to any compensation for services performed pursuant to this Declaration, except if the Board approves a

reasonable fee for any professional engineer, architect, architectural consultant, landscape architect or other professional with special expertise desired by the Board. The Board may defer to the Ibis POA with respect to matters of architectural control. The Board may, at its option, establish, from time to time, a reasonable fee schedule relative to Owners' applications for approval submitted to Sand Cay at Ibis ARB; and, if established, the applicable fee shall be paid to the Association prior to Sand Cay at Ibis ARB considering a particular application.

Section 3. Architectural and Landscaping Standards.

A. **Approval of Improvements.** No building, wall, fence or other structure or Improvement of any nature shall be erected, placed or altered on any of the Properties until the construction plans, specifications and a plan showing the location of the structure and landscaping have been approved in writing by Sand Cay at Ibis ARB and the Ibis ARB. Each building, wall, fence or other structure or Improvement of any nature, together with landscaping, shall be erected, placed or altered upon the Property only in accordance with the plans and specifications and plot plan so approved. Refusal of approval, including refusal on purely aesthetic grounds, shall be at the sole and absolute discretion of Sand Cay at Ibis ARB and the Ibis ARB. Any change in the exterior appearance of any building, wall, fence or other structure or Improvement and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

B. **Exterior Appearances and Landscaping.** The paint, stain and other exterior finishing colors and materials on all buildings constructed on the Lots shall be maintained as that which was originally installed by the original builder, unless there is written approval to make a change by the Ibis ARB. Glass and screening on all buildings may be maintained as originally installed, without prior approval of the Ibis ARB, but prior approval by the Ibis ARB shall be necessary before such is changed. Landscaping shall not be added to or modified by any Owner unless the prior approval for any such change is obtained from the Ibis ARB. No aluminum foil or material of similar appearance may be placed on or near windows or glass doors. All interior window coverings, drapes and shades shall be white, beige or other neutral colors or lined in such colors so that a uniform appearance is maintained from the outside of every Home on the Property. No exterior changes to a Home may be made without written approval of the Ibis ARB, including the installation of screen doors, shutters, security bars and the like.

C. **Time for Completion.** All construction of a Home shall proceed diligently and shall be completed within one (1) year from the date of issuance of the building permit therefor, or the date of commencement of construction thereof, whichever is sooner. Once construction is commenced, such construction shall be performed in a diligent, continuous and uninterrupted manner. All construction shall be carried out by a general contractor licensed to do business in the State of Florida and in Palm Beach County.

D. **Size of Residences.** No Homes shall be permitted to have a basement. The first floor elevation of any Home shall be a minimum of 18 inches and a maximum of 30 inches above the crown of the road contiguous to such Home. The minimum living area shall not be less than 2,700 square feet for a one-story Home and 1,600 square feet for the ground floor of a two-story Home, with a minimum of 2,700 square feet for both floors combined, exclusive of garage, covered walks, and open or screened porches, patios or terraces. No Home shall be greater than two (2) stories in height. All roofs shall have a minimum pitch of 5":12" (the amount of vertical height over a one foot distance) unless said requirement is waived by the Ibis ARB. Asphalt shingles and tar and gravel roofs are specifically prohibited except over porches. All vents and chimney caps are to be painted the color of the roof or medium bronze, unless otherwise directed by the Ibis ARB. All roof overhangs shall be approved by the Ibis ARB. No substantial changes in the elevations of the Lot shall be made nor any fill used to extend the Owner's property beyond his property line or beyond any lake, canal or golf course maintenance easement line.

E. **Driveways.** Driveway materials and colors shall be approved by the Ibis ARB. No circular drive or parking areas or oversize driveways will be permitted without the written approval of the Ibis ARB, except if constructed by Declarant.

F. **Conformity with Style of Home.** Each exterior Improvement or addition to an existing Home must conform to and be compatible in architectural style with exterior construction materials used in the principal Home on the Property.

G. Exterior Colors. The Developer has predetermined the exterior colors and finishes of all Homes and no changes in such colors or finishes may be made without written approval of the Developer, as long as it owns any of the Lots within the Project. As to subsequent changes, if any, colors, materials and finishes are to be coordinated on all exterior elevations of the Home to achieve design consistency to the satisfaction of the Board and the Ibis ARB. All external surfaces that are stained or painted shall be restained or repainted at sufficient intervals so as to prevent the structure from detracting from the beauty of the Project.

H. Landscaping. The landscape and landscape irrigation plan for each Owner's property must be submitted to and approved by the Ibis ARB at the same time the architectural and construction plans are approved, except as to construction by the Developer. Full sod is required for all front, rear and side yards and shall be full and complete to cover all areas of the Lot to be grassed and shall be extended to the street pavement line wherever any Owner's property is bordered by a street, regardless of whether or not such area is owned by the Owner. The area, if any, between the Owner's rear property line and the water's edge of any lake or other water body within the Property shall be landscaped and or sodded and maintained by the Owner. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Property. Rock gardens or other similar stone landscaping will be permitted as long as it constitutes no more than fifteen percent (15%) of the front landscaped area. Notwithstanding the foregoing, the Developer has the right, at its option, not to sod side yards and to install in such areas rock or rock features or ground cover if Developer deems such to be appropriate in areas where grass may not receive sufficient sunlight to grow in a manner which will be satisfactory from an aesthetic point of view. Any such installation by Developer, or as otherwise approved by the Ibis ARB, shall be permitted by this Declaration.

I. Irrigation. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas shall be installed and maintained in good order on all Property. Each Owner of a Lot adjacent to a lake or waterway within the Project shall be obligated to irrigate, at his expense, the land lying between the property line of the Owner's Lot and the lake or other waterway notwithstanding that the Owner may not have ownership of such land because the land may be Common Property. Property Owners are prohibited from drilling and installing wells and no individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot.

J. Repair of Damage. In the event any Home or other Improvement on a Lot is damaged or destroyed, in whole or in part, the Owner of such property shall take action deemed necessary by the Board to correct any unsightly or dangerous condition resulting from such damage or destruction. The Owner of the property so damaged or destroyed shall promptly take corrective action to either restore or remove the conditions, which work shall be completed within six (6) months after the date of the damage or destruction. The Owner shall undertake such corrective action as soon as is practicable in order to avoid an unsightly or dangerous condition. In the event the Owner of a Home or other improvement on a Lot fails or refuses to take the required corrective action, as deemed appropriate by the Board, the Association shall have the right, but not the obligation, to go upon the property, without liability, and remove or correct the damaged or destroyed property, in whole or in part, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Lot for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created or provided under this Declaration.

K. Screening and Patios. No rear or side yard patios may be added to any Home and no covered patio may be screened or fence-enclosed without prior written approval of the Ibis ARB and the Ibis POA. No Owner shall cause or permit the screening or other enclosure of a patio, porch or other exterior area on his Lot, except a screen installed by Declarant, and except that a roof overhang of a Home may be screen enclosed, subject to prior written approval of the Ibis ARB and the Ibis POA as to color, configuration, materials, method of attachment to the Home and shape of the enclosure.

L. Non-Waiver of Future Approvals. The approval of Sand Cay at Ibis ARB or the Ibis ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Sand Cay at Ibis ARB or the Ibis ARB shall not be deemed to be, or constitute, a waiver of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.