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FOR  
CATALINA AT LAKES OF LAGUNA

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This instrument was prepared  
by and should be returned to:  
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## DECLARATION OF RESTRICTIONS

FOR

## CATALINA AT LAKES OF LAGUNA

THIS DECLARATION, made by Catalina Developers, L.C., a Florida limited liability company, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT "A" affixed hereto and made a part hereof ("Properties"), and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and

WHEREAS, the real property described in Exhibit "A" is also subject to that certain Declaration of Covenants and Restrictions for The Lakes of Laguna, ("Master Declaration",) as more specifically set forth in Section 7 of Article I and Article XV hereof. Catalina at Lakes of Laguna constitutes a Neighborhood, as contemplated under said Master Declaration.

NOW, THEREFORE, Declarant hereby declares, subject to prior easements, restrictions, reservations and limitations of record, that the real property described in EXHIBIT "A" is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

## ARTICLE I ORB 9925 Ps 639

## DEFINITIONS

Section 1. "Articles and By-Laws" shall mean and refer to the Articles of Incorporation for the Association filed with the Secretary of State, State of Florida, and the By-Laws for the Association adopted by the Board of Directors of the Association, copies of which are attached hereto as Exhibits "B" and "C" respectively.

Section 2. "Association" shall mean and refer to CATALINA PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 3. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Members, including but not limited to Tracts "O-1"; "O-2"; "R"; "W"; and the private streets and easements, all of which are depicted upon and dedicated to the Association, pursuant to the "Plat" as hereinafter defined. Declarant may, in Declarant's sole discretion, add Common Area and/or construct facilities and improvements thereon, which may increase Association assessments pursuant to Article VI hereof.

Section 4. "Declarant" shall mean and refer to Catalina Developers, L.C., a Florida limited liability company, its specific successors and assigns as set forth in ARTICLE XI hereof.

Section 5. "Catalina at Lakes of Laguna" shall mean the Properties, which includes the Parcels and the Common Area as herein defined.

Section 6. "Institutional Mortgagee" shall mean a state or federal bank, savings and loan association or service company, a mortgage corporation, insurance company, real estate investment trust, union pension fund or an agency of the United States Government, F.N.M.A., HUD/VA or any other lender generally recognized as an institutional-type lender, or Declarant and any related entity or person to Declarant, holding a mortgage on a Parcel.

Section 7. "Master Declaration" shall refer to the "Declaration of Covenants and Restrictions for The Lakes of Laguna", as recorded in Official Records Book 9770, Page 849, of the Public Records of Palm Beach County, Florida.

Section 8. "Member" shall mean a member of the Association.

Section 9. "Laguna Master Association, Inc." or "Master Association" shall mean and refer to the property owner's association as set forth in the Master Declaration. Such Master

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Association is responsible for operation and maintenance of facilities and other matters which are common to all Owners in the property committed to the Master Declaration, of which the Properties are a portion.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Parcel" shall mean a platted, residential lot shown upon a Plat of the Properties recorded in the Public Records of Palm Beach County, Florida, together with all structures and improvements thereon.

Section 12. "Plat" shall mean and refer to that certain Plat entitled "Catalina at Lakes of Laguna", as recorded in Plat Book 75, Page 162, of the Public Records, and any other Plat of all or a portion of property which is submitted to the force and effect hereof.

Section 13. "Project" shall mean "The Lakes of Laguna" as defined in the Master Declaration.

Section 14. "Properties" shall mean and refer to that certain real property described in EXHIBIT "A" affixed hereto and made a part hereof, sometimes referred to as "Catalina at Lakes of Laguna", the Common Area and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Public Records" shall mean the Public Records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

## ARTICLE II

### ANNEXATION, WITHDRAWAL, AND DISSOLUTION

Section 1. Annexation of Declarant. For a period of ten (10) years from the date of recordation of this Declaration, the Declarant shall be entitled to add additional residential property and/or Common Area to the Properties. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Parcels shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records. The short form Notice of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and

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conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties previously subjected to this Declaration.

Section 2. Annexation by Members. Additional lands may be annexed by consent of Members entitled to vote at least two-thirds (2/3) of the voting interests of the Association, and the procurement of applicable governmental approvals.

Section 3. Withdrawal. For a period of ten (10) years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Properties which are described in EXHIBIT "A" affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this ARTICLE II) from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Declarant to withdraw shall not apply to any portions of the Properties which have been conveyed by Declarant unless the transferee of such conveyance agrees to such withdrawal. The withdrawal of any portion of the Properties as hereinabove stated shall not require the consent or joinder of any other party, including any Member, the Association, or any mortgagee of the Properties, provided applicable governmental approvals are obtained. Further, said withdrawal shall not be construed to prevent the Declarant from developing other forms of residential units on the same property, at a later time.

Section 4. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, the Association's assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes. Any Member may petition the County Circuit Court for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of said Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.



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## ARTICLE III

## PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions:

(a) The right of the Association to suspend the right to use all or a portion of the Common Area by a Member and or his tenants, guests and invitees for any period during which any assessment against his Parcel remains unpaid, and to fine and/or suspend such person's right to use all or a portion of the Common Area for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, provided, however, that a Member may not be denied access, ingress or egress to his Parcel, and such fine and/or suspension is imposed in accordance with F.S. 617.305(2) and the Bylaws. In the event of such suspension, an Member shall not be entitled to any abatement or reduction in assessments due the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer (except as permitted in subsection (d) of this Section 1.) shall be effective without consent of Members entitled to vote at least two-thirds (2/3) of the voting interests of the Association, and without prior written consent of Declarant, for so long as the Declarant owns a Parcel.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties.

Section 2. Delegation of Use. Any Member may delegate by written instrument to the Association his right of enjoyment to the Common Area to specified members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Ingress and Egress. Any conveyance or encumbrance upon that portion of the Common Area providing ingress and egress to each Parcel is subject to every Member's right and easement of ingress and egress of such area.

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## ARTICLE IV

## EASEMENTS

Section 1. Zero Lot Line Easement. For the purposes hereof, "Zero Lot Line Easement", "Zero Lot Line Boundary", "Burdened Parcel" and "Dominant Parcel" shall have the following meanings:

(a) "Zero Lot Line Easement" shall mean and refer to a seven (7) foot easement which is hereby established upon each "Burdened Parcel," which easement shall run parallel to the "Zero Lot Boundary Line" of an abutting "Dominant Parcel" for use and benefit of the owner of the "Dominant Parcel", the Association and Declarant, for purposes of the Permitted Uses set forth in Section 2 below, incidental encroachments of the structure, including an overhang and gutter, footers, drainage, plumbing clean outs, air conditioning drains, maintenance, repair or replacement of the wall of the dwelling on the "Dominant Parcel," access for other lawful purposes, emergency ingress and egress, attachment of a privacy wall on the "Dominant Parcel" to the Zero Lot Line wall of the dwelling on the "Burdened Parcel", and for the benefit of providers of utilities for the provision and maintenance of utilities to the "Dominant Parcel." Such easement shall become effective upon the commencement of construction of the dwelling on the "Dominant Parcel."

(b) "Zero Lot Line Boundary" shall mean and refer to that certain boundary line of a Parcel which abuts and is contiguous to a wall of a residential dwelling constructed upon an adjacent Parcel.

(c) "Dominant Parcel" shall mean and refer to the Parcel which is benefited by a "Zero Lot Line Easement."

(d) "Burdened Parcel" shall mean and refer to the Parcel which abuts and shares a "Zero Lot Line Boundary" with a "Dominant Parcel" and is encumbered and subject to a "Zero Lot Line Easement."

Section 2. Permitted Uses Within Zero Lot Line Easement. The following are deemed Permitted Uses by a Dominant Parcel within a Zero Lot line Easement: the Dominant Parcel's clothes dryer exhaust, microwave exhaust and hot water heater exhaust may all vent to the Zero Lot Line Easement. The Florida Power & Light Company electric meter, air-conditioning compressor and/or pool pump and pool filters may be placed within the Zero Lot Line Easement to serve the Dominant Parcel, and the Zero Lot Line Easement shall provide access for servicing and monitoring the same. During the initial construction, a gate or door may be installed in the wall/fence which is located on the Zero Lot Line

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Boundary, in which case the Zero Lot Line Easement may be used for emergency ingress and egress through such gate or door.

Section 3. Reservation of Easements. There is hereby reserved unto Declarant, so long as the Declarant owns any property within the Project, the Association, and the designees of each (which may include, without limitation the County, and any utility or utility association), blanket easements upon, over, across, and under all of the Properties for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any dwelling and, except in an emergency, entry into any dwelling shall be made only after reasonable notice to the Owner or occupant thereof. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant and Association shall have the right to grant such easement over the Property without conflicting with the terms hereof.

Section 4. Additional Easements. Declarant or the Association shall have the right to grant such additional easements (including, without limitation, easements to private cable television service television service companies) or to relocate existing easements throughout the Properties as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owner's use or enjoyment of the Properties.

Section 5. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Parcels and Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so reasonably determined by the Board of Directors of the Association, provided such easements are not located under or through approved structures and do not unreasonably interfere with the intended use of said property.

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

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encroachment shall also include an easement for maintenance and use of the encroaching improvements.

Section 7. Intended Creation of Easement. Should the intended creation of any easement fail by reason of the fact that at the time of creation there is no grantee in being, having the capacity to take and hold such easement, any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements; the Owners hereby designate the Declarant and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

Section 8. Parcel 41 Access Easement. Pursuant to the Plat, the north 15 feet of Parcel 41 is encumbered by a 15-foot Drainage Easement. Such easement area is also hereby declared to be an Access Easement over, upon, across, under and through the same for reasonably necessary and useful purposes by the Association, the Master Association and Owners, for access to Tract "O-2" and Tract "W" for access, maintenance and other proper purposes. The Association shall be entitled to install a path, stepping stones or sidewalk within this easement area. The Association shall maintain this easement area in the same manner as other Common Area, and the expenses thereof shall be an Association expense.

Section 9. Model Area. Declarant shall be entitled to erect a temporary fence, wall or other improvements upon a road within the Properties, blocking all traffic, so as to provide a protected model area, free of traffic. At such time as Declarant ceases sales from such model area, such blockage shall be removed. In the event a road is so blocked off, every Owner shall be provided access to his Parcel via an alternate road.

#### ARTICLE V

##### MEMBERSHIP, VOTING RIGHTS AND MASTER DECLARATION

Section 1. Association Membership. Every Owner of a Parcel shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel.

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

Class A. Class A members shall be all Owners (with the exception of the Declarant during such time Declarant is the Class B Member but thereafter, Declarant shall also be a Class A member

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if Declarant is an Owner), and shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Parcel.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Parcel owned. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Three months after seventy five percent (75%) of the Parcels in Catalina at Lakes of Laguna that will ultimately be operated by the Association have been conveyed to Owners; provided, however, that until such time a Certificate of Occupancy is issued for a dwelling on a Parcel (hereinafter referred to as "Vacant Parcel"), Vacant Parcels shall be assessed fifty percent (50%) of the assessments to Parcels with dwellings for which a Certificate of Occupancy has been issued. This reduction for Vacant Parcels is on account of the reduced services provided by the Association to Vacant Parcels; or

(b) Five (5) years following conveyance of the first Parcel in Catalina at Lakes of Laguna to an Owner; or,

(c) Such earlier date as Declarant may determine.

Section 3. Master Association. Each Owner is a member of the Master Association. All rights, privileges, benefits, liabilities and obligations set forth in said Master Declaration are incorporated herein by reference and each Owner shall be bound thereby in all respects.

## ARTICLE VI

### COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and each Owner of a Parcel, by acceptance of a deed or instrument of conveyance from Declarant for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE VI:

(a) Annual Assessments for the purpose of operating the Association and accomplishing any and all of its purposes. At such time that there are improvements on any Common Area for which the Association is responsible to maintain, repair and replace, the Association may include a reserve amount in the annual assessment in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the

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Common Area. Such assessments shall be in equal amounts against the Owners of each Parcel; provided, however, that until such time a Certificate of Occupancy is issued for a dwelling on a Parcel (hereinafter referred to as "Vacant Parcel"), Vacant Parcels shall be assessed fifty percent (50%) of the assessments to Parcels with dwellings for which a Certificate of Occupancy has been issued. This reduction for Vacant Parcels is on account of the reduced services provided by the Association to Vacant Parcels.

(b) Special Assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Parcel.

(c) Individual Special Assessments to an applicable Parcel, as determined by the Association as herein set forth; and for any other special charges to be paid by an Owner, as set forth in this Declaration.

(d) Charges incurred in connection with the enforcement of any of the terms and conditions hereof against the Parcel or Owner thereof, including reasonable attorney fees and costs.

(e) Use fees or charges that may be established for any special or personal use of Common Area facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(f) Assessments required under the terms and provisions of the Master Declaration.

(g) The assessments under (a) and (b) above shall be in equal amounts to all Owners, subject to the provisions of Section 3 of this Article VI. Such equal amount shall be determined by dividing the assessment by a fraction, the numerator of which is one (1) and the denominator of which is the number of Parcels in Catalina at Lakes of Laguna submitted to this Declaration at the time the assessment was enacted by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Parcel owned within the Properties hereby covenants, and each Owner of any Parcel by acceptance of a deed or instrument of conveyance from Declarant for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that all annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien is effective from and after the recording of a Claim of Lien in the Public Records. Each

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such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives, successors and assigns.

Section 3. Commencement of Assessments. Assessments to Owners other than Declarant shall commence on the day of the conveyance of title of each Parcel by Declarant (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The assessments in effect at that time shall be adjusted according to the number of months remaining in the fiscal year after such date. Parcels owned by Declarant are subject to Assessments pursuant to the provisions of Section 7 hereof.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) The Board of Directors shall prepare an annual operating budget. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise specifically set forth. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Special Assessments and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Parcels for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent and shall constitute an Individual Special Assessment.

(d) The Association shall prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Association. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth

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whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) Declarant may establish a Start Up Fund to assist in the operations of the Association, which may be collected by the Declarant from each Parcel Purchaser at the time of conveyance of each Parcel to such Purchaser in an amount equal to two months' installments of the annual assessment for each Parcel. Each Parcel's share of the Start Up Fund may be collected and transferred to the Association at the time of closing of the sale of each Parcel and maintained in a segregated account for the use and benefit of the Association. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet its day-to-day expenditures, to pay for normal operation of its affairs and to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(f) No Board shall be required to anticipate revenue from Assessments, or expend funds to pay for expenses of operating the Association respectively, not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater expenses of operating the Association than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable assessment (e.g., annual assessment or special assessment).

Section 5. Effect of Non-payment of Assessments; Remedies of the Association. If any assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, beginning from the due date until paid in full, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same, whether or not suit is filed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective



30 Days  
This letter  
Goes out.

Catalina P.O.A., Inc.  
C/o C.A.M.S.  
322 N.E. 3rd Street  
Miami Beach, Fl 33435  
738-0061

3028

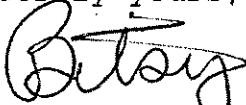
In accordance with Florida Law and your Association's governing documents, the Board of Directors of Catalina P.O.A., Inc. has the right and responsibility to collect maintenance fees in a timely manner from all homeowners.

Our records indicate that your account is past due. The amount listed above, must be paid within ten (10) days of the date of this notice to avoid further action by the Association.

If your records indicate that you have paid the amount above, please contact me at (561)738-0061, otherwise remit your payment to the address above.

Please Note: This is the FINAL notice you shall receive from the Association regarding this matter: If payment is not received as specified above the next letter you shall receive will be from the Association's Attorney.

Sincerely yours,



BITSY C. , ACCOUNTING DEPARTMENT

CC: Board of Directors

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from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a bona fide first mortgage on any Parcel, which mortgage is recorded in the public records prior to any said Claim of Lien against the same Parcel being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a bona fide first mortgage, a foreclosure of a first mortgage held by an Institutional Mortgagee, or deed in lieu of foreclosure to a first mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Owner of the Parcel which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the Purchaser or Transferee of a Parcel from liability for, nor the Parcel from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 7. Assessments During Class B Membership. Notwithstanding anything to the contrary contained in this Article VI, until such time that Declarant's Class B Membership in the Association terminates, in accordance with the provisions of Article V hereof, the following provisions shall apply with respect to all assessments under this Article VI:

(a) At Declarant's option, for the period of time of Declarant's Class B membership, unless terminated earlier at Declarant's sole discretion, Declarant shall be excused from payment of its share of assessments related to its Parcels, and in such event, Declarant shall be responsible to pay any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Association. In the event such option is exercised by Declarant, Declarant may, at any time, elect to terminate such option, in which event Declarant's Parcels shall be assessed in the same manner as other Owners.

(b) In addition, at Declarant's option, in the event that the Association does not have sufficient cash available to meet its expenses, the Board of Directors of the Association is authorized to borrow money from Declarant who may, in its sole discretion, loan money to the Association for such purposes. In the event of such a loan, the Association shall repay such loans to the Declarant at such time as the cash flow of the Association so permits. In the event of such a loan, it may be evidenced by a promissory note executed by the Association, bearing a reasonable

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interest rate, and other terms as mutually agreed by Declarant and Association.

#### ARTICLE VII

#### MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all landscaping and other improvements placed thereon, in good condition and repair.

Section 2. Parcel Landscaping. The front yard of each Parcel shall be maintained by the Association, including all landscaping, vegetation, grass, plants, trees and the like. However, if any of the foregoing landscaping requires replacement, as determined from time to time by the Association, it shall be at the expense of the Owner of the affected Parcel, and shall be considered an Individual Special Assessment. No Unit Owner shall alter or add any landscaping to his front yard without prior permission from the Association. The side yard and back yard of each Parcel shall be maintained by the Owner of each Parcel, at such Owner's expense.

Section 3. Sprinkler System. Each Parcel shall have its own individual sprinkler system. The Association shall be responsible only for the maintenance, repair and replacement of the sprinkler heads located in the front yard. All other portions of the sprinkler system shall be the responsibility of each Owner, which shall be maintained in a normal operating condition. In the event of the failure or refusal of any Owner to make required repairs or replacements to his sprinkler system, after reasonable notice to him from the Association to do so, the Association may enter upon the Parcel and perform such required work to the sprinkler system. The cost thereof plus reasonable overhead costs to the Association shall be assessed to such Owner and Parcel as an Individual Special Assessment. Where applicable, each Owner's sprinkler system shall be extended to provide irrigation to adjacent Common Areas for purposes of irrigating landscaping thereon.

Section 4. Right of Entry by Association. Whenever it is necessary to enter a Parcel, or the dwelling located thereon, for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling, improvements, fences, sprinkler systems, landscaping or grass areas located upon the Parcel, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Parcel, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may

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be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 5. Others. The Easement Area on Parcel 41, as described in Section 8, Article IV, hereof shall be maintained by the Association. In addition, as so directed by Declarant, the Association shall also maintain the vegetation, landscaping and sprinkler system upon areas which are not within the Properties so as to enhance the appearance of the Properties, or upon areas for which the maintenance responsibilities have been delegated by the Master Association to the Association, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways. The Master Association reserves the right to plant, regrade or otherwise modify the swale areas as it may determine in its sole discretion and without the consent of the Association or of any Owner.

#### ARTICLE VIII

##### MAINTENANCE OBLIGATION OF PARCEL OWNERS

Section 1. Owner's Responsibility. Except for the maintenance responsibilities of the Association for each Parcel as set forth above in Article VII, each Owner shall be responsible for: the repair, maintenance and/or replacement, at his sole cost and expense, of all portions of any dwelling, including but not limited to exterior walls of all dwellings, windows, exterior doors, weather stripping, exterior caulking and all other features affecting the performance and appearance of the Parcel, including all plumbing and electrical components thereof, and the privacy walls, privacy hedges and fences located within or upon his Parcel; and all grass areas of said Parcels and grass areas located between the Parcel's boundary line and edge of pavement of the abutting street, including but not limited to, any required edging or maintenance of landscaping located thereon, together with the sprinkler system and all of its component parts located thereon. In the event a fence/wall/hedge services more than one Parcel, each Owner shall maintain the surface or area of the fence/wall/hedge facing his Parcel; and in the event such a fence/wall/hedge needs repair or replacement, the cost thereof shall be shared on a prorata basis, based upon the number of lineal feet of the fence/wall/hedge on each Parcel served by such fence/wall/hedge.

(a) No Owner may connect the sprinkler system installed within his Parcel to any water body or well located within the Project.

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(b) Except as herein specifically set forth each Owner is strictly prohibited from placing any fence upon its Parcel, or changing the color of exterior paint thereof or of the dwelling on its Parcel, without the prior consent of the Architectural Control Committee pursuant to the provisions of Article IX hereof. If the Owner fails to complete its obligations hereunder, the Association, at the Owner's sole cost and expense, shall have the right to: repair, maintain and/or replace all portions of any dwelling, including but not limited to exterior walls of all dwellings, all plumbing and electrical components thereof, all other improvements and/or fence constructed on his Parcel; and the grass areas, landscaping, and the sprinkler system and all of its component parts located within a Parcel. Declarant herein creates an easement across each Parcel in favor of the Association and its authorized agent, for the purposes of performing any act necessary to ensure compliance with the provisions hereof.

Section 2. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VIII; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Parcel or to the Common Area, or erection of unauthorized structures or signs, as set forth in this Declaration;

the Association, after approval of seventy-five percent (75%) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Parcel and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications or signs, and the same shall not constitute a trespass or otherwise be actionable. The cost thereof, plus reasonable overhead costs to the Association, and attorneys' fees and court costs at all levels of proceedings, whether or not suit is filed, shall be an Individual Special Assessment against such Parcel.

## ARTICLE IX

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, hedge, wall, retaining wall, pool, spa, porch, mailbox or other structure or improvement of any kind shall be erected, constructed, placed or maintained on the Properties, nor

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after construction of a dwelling or other exterior improvements upon said Parcel, shall any landscaping, dwelling or other improvements on each Parcel or color scheme thereof, be altered, changed, repaired or modified unless the same shall be approved in writing by the Architectural Control Committee. The foregoing prior approval is intended to specifically apply to the painting of the exterior of dwellings, fencing or walls, the installation of a pool or spa, or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Parcel.

Section 2. Membership to Committee. Initially, the Architectural Control Committee shall be appointed by Declarant; and until such time as the Declarant has sold its last Parcel in the Properties, in the event of the resignation, failure, refusal or inability of any member of the Architectural Control Committee to act, Declarant shall have the right to appoint a person to fill such vacancy; however, in the event Declarant fails to fill such vacancy within thirty (30) days of such occurrence, or upon Declarant's sale of its last Parcel in the Properties, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Endorsement of Plans. Applications for approval hereunder shall be accomplished with appropriate plans and specifications, and an application fee in such amount as determined from time to time by the Architectural Control Committee. Approval of plans, specifications and location of improvements by the Architectural Control Committee shall be as so determined from time to time by said Committee. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Parcels.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee. Approved construction shall be diligently pursued to completion.

Section 5. Deemed Approval.

(a) After the expiration of one year from the date of completion of any structure or alteration, such structure or

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alteration shall be deemed to comply with all of the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Public Records or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Control Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

Section 6. Right of Entry. Any agent or member of the Architectural Control Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Control Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 7. Declarant Exempt. The Declarant, Parcels owned by Declarant and improvements made by Declarant shall be exempt from the application of this ARTICLE IX and Declarant therefore is not obligated to comply with the provisions hereof.

Section 8. Enforcement. The proper parties as set forth in Section 1 of Article XIII hereof shall have the right to enforce the provisions of this ARTICLE IX by injunctive relief or any other remedy which may be available and, if any such suit is successful, the party defendant shall pay all costs of such suit, including but not limited to, court costs and reasonable attorneys fees at all levels of proceedings whether or not suit is filed.

Section 9. Meetings of the Architectural Control Committee. Florida Statute 617.303(2) states that the provisions thereof shall apply to committees of the Association, specifically any body vested with the power to approve or disapprove architectural decisions. Consequently, pursuant to such Statute, a meeting of this Committee occurs when a quorum of the Committee gathers to conduct Committee business. All meetings of the Committee must be open to all Members of the Association except for meetings between the Committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of all Committee meetings must be posted, mailed or delivered in accordance with the provisions of Section 617.303(2). Committee members may not vote by proxy or by secret ballot.

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## ARTICLE X

## RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as the Declarant owns or leases any property affected by this Declaration, or any other property in the general vicinity thereof, the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, display flags, banners, and other promotional displays on the Properties, Common Areas and recreational facilities, have employees in the offices, use the Common Area, specifically the right to use any recreational facilities for promotional events and purposes, provide parking for its employees and prospective purchasers and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of twenty (20) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable T.V. and other similar purposes over, upon and across the Properties so long as any said easements do not run under any dwellings on the Parcels nor interfere with the Declarant's intended uses of any portion of the Properties.

Section 3. Right to Alter. Declarant reserves the right to alter the boundaries of all Parcels so long as Declarant owns the Parcels so altered. Said alteration may be accomplished by Declarant as permitted by applicable governmental authorities.

Section 4. Alteration of Common Area Boundaries. For so long as Declarant owns any property affected by this Declaration, Declarant shall have the right to alter Common Area boundaries to enable the movement or enlargement of residential dwellings to be constructed upon the Properties. Alteration of the boundaries of the Common Area shall be accomplished by the recording of a Notice thereof executed by Declarant and recorded in the Public Records, which Notice shall contain a survey of the affected area attached thereto. Such notice and the alteration of Common Area boundaries shall not require the consent or joinder of any other party, including any Owner, the Association or any mortgagee of the Properties, provided applicable governmental approvals are obtained. In the event of such alteration of such Common Area boundaries, and if requested by Declarant, the Association shall execute such Statutory Warranty Deeds of Conveyance, conveying all of its right, title and interests in such portions of Common Areas as is necessary to accomplish the objectives of the Declarant. No exercise of the rights hereunder by the Declarant shall materially and adversely interfere with any Owner's rights of use of the residential facilities or ingress or egress to his Parcel.



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Section 5. Declarant's Inaction. Neither the execution nor recordation of this Declaration shall obligate or require Declarant to (i) grant any right, power, duty, or privilege of any nature kind to the Association or to any other entity, or (ii) perform an act permitted and/or required by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction, or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Section 6. Indemnification. The Association covenants and agrees that it will indemnify, defend and hold harmless Declarant, and any related partners, corporations, or other entities, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Properties or Project or other property serving the Association, or resulting or arising out of the operation of the Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Association, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this section shall be an Association Expense to the extent such matters are not covered by the Association's insurance.

## ARTICLE XI

### ASSIGNMENT OF POWERS

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

## ARTICLE XII

### PROHIBITED USES

Section 1. Except on pick-up day, all garbage cans, trash containers, bicycles, and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

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Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee.

Section 3. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Parcel; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Parcel and the Owner shall be responsible to clean up after its pet.

Section 4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Parcel.

Section 5. No swimming pool, jacuzzi or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Parcel, without prior approval of the Architectural Control Committee.

Section 6. Except as may be specifically permitted by the Association for temporary parking overflow, no vehicles of any nature shall be parked on any portion of the Properties or a Parcel except on the hard-surfaced parking area thereof, and parking in the streets is specifically prohibited. No vehicle which cannot operate under its own power shall be kept on the Properties for a period more than twenty-four (24) hours except if located within a fully enclosed garage. No vehicle repairs or maintenance shall be allowed within the Properties, except in a garage, unless the Association designates a specific area for such purpose. Only automobiles, vans, recreational or sports vehicles constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked on any portion of the Properties or a Parcel overnight, without prior written consent of the Association, unless kept within a garage; provided, however, commercial vehicles, including trucks rated one ton or less, used by an occupant of a dwelling for transportation to and from such occupant's place of employment may be parked outside of the garage overnight. All other vehicles, boats, trailers, motorcycles, recreational vehicles, or the like, shall be either be kept inside a garage, or stored on the Parcel to the rear of the front building line of a dwelling on the condition that the storage of such vehicles comply with all governmental requirements and such area is properly screened from the street and adjoining properties by minimum of a six foot opaque fence or other screening materials so long as such opaque fence or other screening materials are of sufficient height to fully conceal the subject vehicle or vessel from the street and adjoining properties, approved by the Architectural Control Committee and applicable governmental authorities. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making

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delivery to or from, or while used in connection with providing services to the Properties. The Association is specifically prohibited from amending these restrictions in a manner which would entirely prohibit the parking of motorcycles, vans or pickup trucks rated one ton or less upon the Properties.

Section 7. No "for sale" or "for rent" signs or any other signs, displays or advertising shall be maintained or permitted on any part of the Common Area, on any Parcel or in any dwelling, except in such locations and in accordance with the size requirements, as approved by the Architectural Control Committee. The right is reserved to the Declarant to place "for sale" or "for rent" signs in connection with any unsold Parcel it may from time to time own. The same right is reserved to the Association as to any Parcel which it may own.

Section 8. Each Parcel is restricted to residential use. No trade or business shall be conducted on, nor any commercial use made of any Parcel or of the Properties, including but not limited to "garage sales" or like activities.

Section 9. All Parcels shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 10. No nuisance shall be allowed upon any Parcel or any use or practice that is a source of annoyance to other Owners or interferes with the peaceful possession and proper use of the Parcels by the Owners thereof.

Section 11. No immoral, improper, offensive or unlawful use shall be made of any Parcel and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. Except as permitted by law, no television or radio masts, towers, poles, dishes, antennas, aerials, or appurtenances may be erected, constructed, or maintained without first obtaining the prior consent of the Architectural Control Committee.

Section 13. No person shall use the Parcel or any parts, thereof, in any manner contrary to this Declaration.

Section 14. No garage shall be converted into living area.

Section 15. Should any Owner fail to abide by any of the restrictions set forth in this Article XII, the Association, after approval of 75 percent (75%) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Parcel and take such action to correct the violation, including, but not limited to removal of unauthorized improvements, structures or fixtures, and towing of

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vehicles. The cost thereof, plus reasonable overhead costs to the Association, and attorneys' fees and court costs at all levels of the proceedings, shall be added to and become a part of the assessment to which the Parcel is subject. This right of the Association is in addition to all other rights of enforcement herein set forth.

Section 16. No individual water supply system shall be permitted on any Parcel including drawing water from any lakes or a well. No individual sewage disposal system, including septic tanks, shall be permitted on any Parcel.

Section 17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Parcel within the triangular area formed by the street property lines, and connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding anything to the contrary herein, all sight distances at intersections shall comply with applicable governmental regulations.

Section 18. Except for the fencing consisting of such materials and color(s) specifically approved by the Architectural Control Committee, and applicable governmental authority, no fences or fencing shall be installed, constructed or erected upon any portion of a lot. The approval of the Architectural Control Committee shall be specifically conditioned on the lot owner's agreement to install and maintain all such fencing in first class condition and to install and maintain landscaping in conjunction with such fencing, as below described. Such landscaping shall be mandatory on all fencing, except for fencing along the rear of lots having a rear property line which abuts or is contiguous to a body of water or a landscaped buffer. Landscaping shall be of sufficient size to substantially screen or cover fencing from streets and other properties and shall be limited to the following vines, planted ten feet on center at minimum:

*Petrea Volubilis* (Queens-Wreath), *Seneco Confusus* (Mexican Flame Vine), *Ipomoea Tuberosa* (Wood Rose), *Ipomoea Fistulosa* (Morning Glory), *Pyrostegia Venusta* (Flame Vine), *Tecomaria Capensis* (Cape Honeysuckle), *Clerodendrum Thomsoniae* (Bleeding-Heart Glory-Bower), and *Combretum Grandiflorum* (Showy Combretum).

Section 19. The Owners, the Architectural Control Committee, the Association, its agents or assigns, shall not interfere with the Declarant's preparation, marketing, sale or use of any Parcels.

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Section 20. The above restrictions set forth in this ARTICLE XII shall not apply to Declarant or its agents, employees, designated successors or assigns during the period of construction and sales of the Properties.

## ARTICLE XIII

## INSURANCE

Section 1. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in such amounts as determined from time to time by the Board of Directors.

Section 2. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Area. The coverage shall be in an such amounts as determined from time to time by the Board of Directors.

Section 3. Cost and Payment of Premiums. The Association shall pay the cost of obtaining the insurance required hereunder and the costs thereof shall be a portion of the annual budget of the Association.

Section 4. Purchase of Insurance. All insurance purchased pursuant to this Article shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 5. Owner's Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own Parcel for his dwelling and other improvements and personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of

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contribution. The Association has no responsibility to monitor insurance obtained by Owners.

#### ARTICLE XIV

##### CABLE TELEVISION AND ALARM MONITORING SERVICE

Section 1. Cable Television. The Board of Directors of the Association is authorized to negotiate and enter into a bulk contract for the provision of cable television services to the Properties, under such terms and conditions as the majority of the Board of Directors deems appropriate in its discretion. The costs of basic cable television service to be provided under such bulk contract may be added to the Operating Budget of the Association and may be a portion of the annual assessment payable by the Owners of all Parcels in this Association. The provision of premium cable services to each Parcel shall be determined by each individual Owner, as each such Owner determines, and the costs for such premium services may be borne directly by such Owner.

Section 2. Alarm Monitoring Service. The Board of Directors of this Association is authorized to negotiate and enter into a contract for the provision of an alarm monitoring service, or other security services, under such terms and conditions as the majority of the Board of Directors deems appropriate in its sole discretion. The costs of such services may be a portion of the annual assessment and be included in the assessments of each owner of a Parcel. If so requested, all Owners shall execute a waiver of liability agreement to the provider of such services.

#### ARTICLE XV

##### GENERAL PROVISIONS

Section 1. Enforcement. In addition to suspensions and fines which may be enacted pursuant to the By-Laws of the Association, the Association, any Member, Declarant or the Master Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any Member, Declarant or the Master Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and reasonable attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, and from time to time by one of the following methods:

(a) By approval of Members entitled to vote at least two-thirds of the voting interests of the Association at a duly called meeting of the members as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(b) By the execution and recordation in the Public Records of an instrument executed by Members entitled to vote at least two-thirds of the voting interests of the Association; or

(c) Prior to termination of the Class B membership in the Association pursuant to the provisions of Article V hereof, by the approval of a majority of the Board of Directors at a duly called meeting thereof, evidenced by a certification thereof by the Secretary of the Association.

Notwithstanding any of the above, for such time that Declarant owns one or more Parcels, Declarant's written consent must first be obtained to any amendment. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Notwithstanding anything contained herein to the contrary, when applicable the prior written approval of the South Florida Water Management District and/or Northern Palm Beach County Water Improvement District is required for any amendments to this Declaration that could affect the surface water management system.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Leasing of Parcels. In the event an Owner leases his Parcel, such lease shall contain a covenant that the Lessee acknowledges that the Parcel is subject to this Declaration of Restrictions and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Parcel does not contain language to the effect of the foregoing, it is hereby deemed to be included therein, and further, the Association may

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declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Parcel Owner. All costs and expenses of the foregoing, including court costs and attorneys' fees at all levels of proceedings whether or not suit is filed, shall be the cost and expense of such Parcel Owner. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee with all provisions of this Declaration.

Section 6. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, after termination of Class B membership in the Association pursuant to Article V hereof, the Association shall be required to obtain the approval Members entitled to vote at least eighty-five percent (85%) of the voting interests of the Association (at a duly called meeting of the Members at which a quorum is present or by written approval) prior to engaging an attorney or other expert to represent them and prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to this Declaration, the Article or By-Laws of the Association and/or the Master Association Documents;
- (c) the enforcement of the use and occupancy restrictions contained in this Declaration, the Article or By-Laws of the Association and/or the Master Documents, including but not limited to those against tenants; or
- (d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury Catalina at Lakes of Laguna or any portion thereof;
- (e) defending a lawsuit instituted against the Association.

#### ARTICLE XVI

##### INFORMATION TO LENDERS

Section 1. The Association shall make available to holders, insurers, or guarantors of any first mortgage on any Parcel, current copies of the Master Declaration, this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning Lakes of Laguna Property Owners Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Any holder of a first mortgage upon a Parcel shall be entitled, upon written request, accompanied with a copy of



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said recorded mortgage, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Association by a holder, insurer, or guarantor of any first mortgage of a Parcel (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Parcel number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Properties, or any Parcel on which there is a first mortgage held by the Lender;

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

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

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Failure of the Association to comply with the provisions of this Section 3 shall not interfere or be deemed to impair any rights of the Association hereunder.

Section 4. As determined by Declarant, there may be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, and HUD/VA so as to make any first mortgage encumbering a Parcel eligible for purchase by FNMA, FHLMC or GNMA, and eligible under HUD/VA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, or HUD/VA. Should FNMA, FHLMC, GNMA, or HUD/VA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Declarant or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Parcel Owner, Master Association or Declarant of the Master Declaration.

## ARTICLE XVII

### MASTER ASSOCIATION; MASTER DECLARATION

Section 1. Obligations to the Master Association. Each Owner shall be a member of the Master Association and shall be bound by and enjoy all the privileges of its membership. Each Owner is subject to the terms and provisions of the Master

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Declaration. The Association and each Owner shall be obligated to pay all assessments of the Master Association pursuant to the terms and provisions of the Master Declaration.

Section 2. Conflict. In the event of a conflict between any provisions of this instrument and exhibits hereto and a similar provision of the Master Declaration and exhibits thereto, the provisions of the Master Declaration and exhibits thereto shall govern.

## ARTICLE XVIII

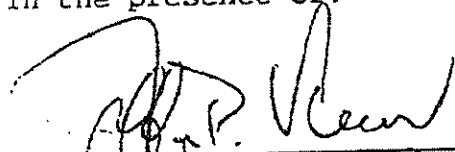

## NOTICE OF CHANGE OF OCCUPANTS

Section 1. Change in Occupants. In the event of a change of occupants of a Parcel due to a lease, sale, gift, inheritance or any other transfer of title or right of occupancy, the new occupants shall submit to the Association the "Notice of Change in Occupancy", in the form prepared by the Association together with all information requested by the Association. It shall be the obligation of each Unit Owner to inform the new occupants of this requirement and to provide the occupants with said Notice. Failure to provide the Notice and information requested therein shall constitute a violation of these documents and the Association may take whatever action is permitted in these documents for violation; provided, however, that failure to provide such Notice shall not affect the legal validity of any lease or title transfer.

Section 2. Property Owner Association Documents. It shall be the responsibility of the transferor of a Parcel to transfer to transferee a copy of this Declaration to said transferor. Notwithstanding this Section 2., the transferee shall be bound by the terms of this instrument even though the transferor has failed to comply herewith.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 4 day of August, 1997.


Signed, sealed and delivered  
in the presence of:

  
Print Name: JEFFREY D. KNEEN  
  
Print Name: JOAN HEIDEN FERRARO

DECLARANT:

CATALINA DEVELOPERS, L.C., a  
Florida limited liability  
company

By:

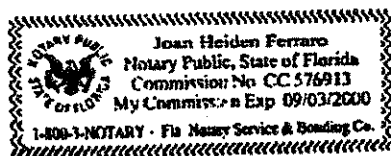
  
Print name: Prescott E. Lester  
Its President and Authorized Agent

STATE OF FLORIDA )  
 ) ss:  
 COUNTY OF PALM BEACH )

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Prescott lester known to me to be the President/Authorized Agent of Catalina Developers, L.C., a Florida limited liability company, for and on behalf of the limited liability company. He or she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of August, 1997.



Joan Heiden Ferraro  
 (NOTARY PUBLIC)

Printed Notary Signature  
 My Commission Expires:  
 (SEAL)

By execution hereof, the Association does hereby join in, consent to and confirm and ratify the provisions hereof.

CATALINA PROPERTY OWNERS  
 ASSOCIATION, INC.

By:

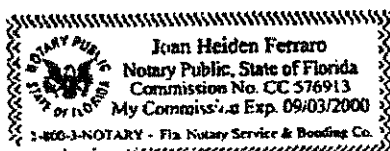
Prescott E. Lester  
 Print name: Prescott E. Lester  
 Its \_\_\_\_\_ President

(CORPORATE SEAL)

STATE OF FLORIDA )  
 ) ss:  
 COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared PRESCOTT E. LESTER known to me to be the \_\_\_\_\_ President of CATALINA PROPERTY OWNERS ASSOCIATION, INC., the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that he is personally known to me or that I relied upon the following form of identification of the above-named person: \_\_\_\_\_

WITNESS my hand and official in the County and State last aforesaid this 6th day of August, 1997.



Joan Heiden Ferraro  
 NOTARY PUBLIC, STATE OF FLORIDA

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The undersigned, as the "Fee Owners" in the Master Declaration, do hereby approve this Declaration and Articles of Incorporation of the Association.

The TBM General Partnership

By:

*David Minkin*  
David Minkin, Managing  
General Partner

STATE OF *New York* )  
COUNTY OF *QUEENS* ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David Minkin, known to me to be the Managing General Partner of The TBM General Partnership the general partnership in whose name the foregoing instrument was executed, and that he acknowledged executing the same for such general partnership, freely and voluntarily, under authority duly vested in him by said general partnership, that he is personally known to me or that I relied upon the following form of identification of the above-named person:

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of August, 1997.

*Esther M. Schneiderman*  
NOTARY PUBLIC

Printed Notary Signature  
My Commission Expires:  
(SEAL)

ESTHER M. SCHNEIDERMAN  
NOTARY PUBLIC, State of New York  
01SC3520830

Qualified in Queens County  
Commission Expires Sept. 30, 1997

ESTHER M. SCHNEIDERMAN  
NOTARY PUBLIC, State of New York  
No. 41-01SC3520830  
Qualified in Queens County  
Commission Expires Sept. 30, 1997

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EXHIBIT "A"

LEGAL DESCRIPTION OF CATALINA AT LAKES OF LAGUNA

The Plat of "The Lakes of Laguna" in accordance with  
the Plat thereof recorded in Plat Book 75, Page 162,  
of the Public Records of Palm Beach County, Florida.