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PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQUIRE
 PATRICIA KIMBALL FLETCHER, P.A.
 DUANE MORRIS LLP
 200 SOUTH BISCAYNE BOULEVARD
 SUITE 3400
 MIAMI, FLORIDA 33131

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**DECLARATION OF CONDOMINIUM
 FOR
 VILLAGE AT SWINTON SQUARE CONDOMINIUM**

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Exhibits

1. Legal Description
2. Plot Plan, Building Plans and Floor Plans with Surveyor's Certificate
3. Articles of Incorporation
4. By-Laws with Rules and Regulations
5. Percentage Ownership
6. SFWMD Permit
7. Copy of Article 4.7 Family/Workforce Housing of the City's Land Development Code
8. Copy of the Restrictive Covenant Agreement

**DECLARATION OF CONDOMINIUM
FOR
VILLAGE AT SWINTON SQUARE CONDOMINIUM**

LENMAR HOMES, INC., a Florida corporation ("**Developer**") does hereby declare as follows:

1. **Introduction and Submission.**

1.1. **The Land.** Developer owns the fee simple title to that certain land located in Palm Beach County, Florida, as more particularly described in **Exhibit 1** attached hereto (the "**Land**").

1.2. **Submission Statement.** Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "**Act**") as it exists on the date hereof.

1.3. **Name.** The name by which this condominium is to be identified is Village at Swinton Square Condominium (the "**Condominium**").

2. **Definitions.** The following terms used in this Declaration and the exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"**Act**" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes). Unless provided otherwise, the provisions of the Act, as amended from time to time, shall govern the Condominium.

"**Articles**" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached hereto as **Exhibit 3**.

"**Assessment(s)**" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner. The term Assessment shall include a Special Assessment.

"**Association**" means Village at Swinton Square Condominium Association, Inc., a Florida not-for-profit corporation, the entity responsible for the operation of the Condominium and its successors and/or assigns.

"**Association Property**" means that property, real and personal, in which title or ownership is vested in Association for the use and benefit of its members. Association, upon approval by a majority of the Board, may purchase or lease computer or similar equipment at any time if required or deemed beneficial for operation of the Condominium. Association shall have the right, but not the obligation, to acquire Association Property in its own name. Association may sell or transfer its interest in such Association Property.

"**Board**" means the Board of Directors of Association.

"**Building**" means a structure in which the Units are located on the Condominium Property. The Condominium shall contain fourteen (14) Buildings.

"**By-Laws**" means the By-Laws of Association, as they exist from time to time, a copy of which is attached hereto as **Exhibit 4**.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"**City**" shall mean the City of Delray Beach, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.

"**Common Elements**" shall have the meaning set forth in Section 3.6 hereof.

"**Common Expenses**" means all expenses and assessments properly incurred by Association for the Condominium, including but not limited to any item designated as a common expense by the Act, this Declaration, or the By-Laws. Without limiting any other provision hereof, Common Expenses may include, at the Board's option, any one or more of the following: (a) the costs of on-site managers, secretaries, concierges and/or other employees to provide services designated or requested by the Board; (b) the costs of purchasing or leasing computer equipment for Association; and (c) all amounts required to remove canvas canopies located within the Common Elements as required herein.

"**Common Surplus**" means the excess of all receipts of Association collected on behalf of the Condominium, including but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

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"Condominium" shall have the meaning set forth in Section 1.3 hereof.

"Condominium Documents" means this Declaration and all of the exhibits hereto, as they may be amended from time to time.

"Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

"Condominium Property" means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

"Construction Matters" shall have the meaning set forth in Section 35 hereof.

"County" shall mean Palm Beach County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" or **"Declaration of Condominium"** means this instrument as it is amended from time to time.

"Defendant" shall have the meaning set forth in Section 35 hereof.

"Developer" means Lennar Homes, Inc, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Directors" means the members of the Board.

"Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes.

"Families" shall have the meaning set forth in Section 15.21 hereof.

"Guarantee Expiration Date" shall have the meaning set forth in Section 11.10 hereof.

"Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) on the Condominium Property, including but not limited to, the Buildings.

"Institutional First Mortgage" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or Condominium Parcel or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit or Condominium Parcel initially or by assignment of an existing mortgage.

"Insurance Trustee" shall have the meaning set forth in Section 12.1 hereof.

"Insured Property" shall have the meaning set forth in Section 12.3.1 hereof.

"Land" shall have the meaning set forth in Section 1.1 hereof.

"Landscaping" shall mean all landscaping within the Condominium. All exterior Landscaping shall be maintained by the Association except as otherwise provided in Section 7.3 hereof. Association shall be required to replace Landscaping, except as otherwise provided herein, and the cost thereof shall be a Common Expense.

"Limited Common Elements" means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

"Mailbox" shall have the meaning set forth in Section 3.7.5 hereof.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER, AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS,

FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Non-Conforming Pavers" shall have the meaning set forth in Section 3.8.11 hereof.

"Permit" shall mean Permit No. 50-07146-P issued by the South Florida Water Management District, a copy of which is attached hereto as **Exhibit 6**.

"Public Records" shall mean the public records of Palm Beach County, Florida.

"Restricted Units" shall have the meaning set forth in Section 46 hereof.

"Restrictive Covenant Agreement" shall mean that certain Restrictive Covenant Agreement recorded or to be recorded in Public Records of County as it may be amended from time to time, a copy of which is attached hereto as **Exhibit 8**.

"Rules" means any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

"SFWMD" shall mean the South Florida Water Management District, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"Special Assessment" means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually, including but not limited to, the repair or replacement of the Surface Water Management System.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Condominium Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association to provide Unit Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"Title Documents" shall have the meaning given to such term in Section 45 herein.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Turnover Date" shall have the meaning given such term in the By-Laws which are attached hereto as **Exhibit 4**. Without limiting the foregoing, Developer shall not be obligated to turn over Association prior to the date required by law.

"Unit" means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.5 hereof.

"Unit Owner" or "Owner" means the record owner(s) of legal title to a Condominium Parcel.

"Use Fees" shall have the meaning set forth in Section 10.8 hereof.

"Utilities" shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

"Voting Interest" shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

3. Description of Condominium.

3.1. Location and General Description. The Condominium Property is situated in Palm Beach County, Florida, and consists of fourteen (14) Buildings containing a total of one hundred (100) Units and the Common Elements therein, all of which are more particularly hereinafter described. Each Unit is identified on Exhibit 2 by a unique building and unit number. Other improvements included in the Condominium are a pool, pool deck, cabana, tot lot, Landscaping, roadway, parking spaces and all underground structures and improvements which are not part of or located within the Building, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.2. No Timeshares. No timeshare estates will or may be created with respect to Units in this Condominium.

3.3. Recreation Areas and Facilities. The Condominium includes a pool, cabana, and fitness room. Developer may, but is not obligated to, construct additional recreational facilities. The recreational facilities are for the exclusive use of the Unit Owners of the Condominium, their tenants and/or guests.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED BY DEVELOPER WITHOUT CONSENT OF UNIT OWNERS OR ASSOCIATION.

3.4. Survey and Graphic Description. ~~Exhibit 2~~ to this Declaration contains the plot plans, building plans, graphic descriptions of the improvements, including the Units, and a Surveyor's Certificate for the Condominium Property. Exhibit 2 to this Declaration, together with this Declaration, identifies the Common Elements and each Unit in the Condominium and their relative size and location.

3.5. Units. The Condominium contains a total of one hundred (100) Units which are located and individually described in Exhibit 2 hereto. The boundaries of each Unit are as follows:

3.5.1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.5.1.1. Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling slab (which will be deemed to be the ceiling of the second story for each Unit that is a two (2)-story Unit, and the ceiling of the third story for each Unit that is a three (3)-story Unit).

3.5.1.2. Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab (which will be deemed to be the floor of each Unit in the Condominium).

3.5.1.3. Interior Divisions. Except as provided in Subsections 3.5.1.1 and 3.5.1.2 above, no part of the floor of the top story of a two (2)-story Unit or top two (2) floors of a three (3)-story Unit, ceiling of the bottom story of a two (2)-story Unit, ceiling of the bottom two (2) floors of a three (3)-story Unit, or stairwell adjoining the two (2) or three (3) floors of a two (2) or three (3) story Unit respectively, or structural interior walls shall be considered a boundary of the Unit.

3.5.2. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit 2 extended to an intersection with each other and with the upper and lower boundaries. Any non load bearing portion of a perimeter wall inside the perimetrical boundary of a Unit shall be deemed a part of the Unit.

3.5.3. Apertures. Where there are apertures in any boundary including, but not limited to, windows, doors, and/or screens, such boundaries shall be extended to include the windows, doors, and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials.

3.5.4. Balconies, Patios and Terraces. Balconies, patios and terraces, if any, shall not form a part of a Unit as such areas are Limited Common Elements.

3.5.5. Heating/Air Conditioning Equipment and Water Heater. The heating/air conditioning equipment and water heater serving a Unit shall form a part of the Unit where such equipment is located. The maintenance of any such equipment shall be the sole responsibility of the Unit being served.

3.5.6. Covered Entries. Covered entries, if any, shall not form a part of a Unit as such areas are Limited Common Elements.

3.5.7. Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air handling compressor equipment (located on the slab adjacent to the Building in which the respective Unit is located) exclusively serving the Unit and all foyer doors, screen doors, screens, windows, glass, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively; provided, however, that screening and/or fencing and/or privacy wall, if any, within the boundaries of a Limited Common Element forming part of a balcony/patio/terrace shall be deemed a Limited Common Element and shall not form a part of a Unit.

3.5.8. Garages. The garages providing access to Units shall form a part of the Unit.

3.5.9. Exceptions. Any piping or other fixtures which are located within one Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.5.10. Entrances. The entrance to each Unit, as shown in Exhibit 2 hereto, shall be a Limited Common Element of the Unit which such entrance exclusively serves.

3.5.11. General. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of a Unit, except that the provisions of Sections 3.5.1 and 3.5.2 above shall control unless specifically depicted and labeled otherwise on such survey.

3.6. Common Elements. The Common Elements include:

- 3.6.1. The portions of the Condominium Property which are not included within the Units.
- 3.6.2. Easements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.
- 3.6.3. An easement of support in every portion of the Unit which contributes to the support of the Building.
- 3.6.4. The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements.
- 3.6.5. Limited Common Elements; provided, however, Limited Common Elements are not accessible by all Owners.
- 3.6.6. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.
- 3.6.7. Meter rooms, electrical rooms and mechanical rooms, if any.
- 3.6.8. Surface Water Management System
- 3.6.9. All parking areas, other than garages and driveways, the pool, pool deck, tot lot, cabana, fitness room, restrooms by pool, open green space, sidewalks and the conservation and preserve tract.

3.7. Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto as follows:

3.7.1. Balconies, Patios and Terraces. Balconies, patios and terraces which are accessible from a Unit shall be Limited Common Elements appurtenant to the Unit and for the exclusive use of the Unit Owner owning such Unit. A Unit Owner may install floor coverings (e.g., tile) within the balconies, patios and/or terraces after obtaining the prior written approval of the Board. There is no guarantee that any Unit shall have any specific view.

3.7.2. Garages, Adjoining Driveways and Parking Spaces. Each Unit contains a one (1) car garage, which is part of the Unit and exclusive use of its adjoining driveway, except that "A" or "Avalon" Units have a two (2) car garage and exclusive use of its adjoining driveway. All parking spaces within the Condominium, except garages shall be owned and maintained by the Association and shall be a Common Element of the Condominium. Unit Owners may not park in guest parking spaces.

3.7.3. Driveways. Each driveway which adjoins a Unit's garage shall be a Limited Common Element appurtenant to the Unit and for the exclusive use of the Unit Owner owning such Unit. The Association shall maintain all driveways.

3.7.4. Air Space and Area for Air Handling Compressor Equipment. The right of exclusive use of the air space and area of the land adjacent to each Unit (or located on the slab adjacent to the Building in which the respective Unit is located) occupied by the air handling compressor equipment constituting a part of and serving a Unit shall be a Limited Common Element appurtenant to the Unit.

3.7.5. Mailboxes. Each Unit shall be assigned one (1) mailbox ("Mailbox"). Upon such assignment, the Mailbox so assigned shall be deemed a Limited Common Element of the Unit and the Unit Owner's right to use such Mailbox shall become an appurtenance to the Unit. The exclusive use of any such Mailbox may not be conveyed or assigned to another Unit or Unit Owner.

3.7.6. Fences, Walls, and Yard Areas Within Fences. Fences and walls erected around a portion of a Unit shall be a Limited Common Element of the Unit. Notwithstanding the foregoing, a portion of the fence or wall may be shared by two (2) adjoining Units, in which event the shared portion shall be a Limited Common Element of both Units. The yard area accessible from a Unit shall be a Limited Common Element of such Unit and for the exclusive use of the Unit Owner owning such Unit.

3.7.7. Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one (1) Unit or more than one (1) Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by such Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

3.8. Easements. The following easements are hereby created (in addition to any easements created under the Act and any easement affecting the Condominium Property and recorded in the Public Records of County).

3.8.1. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

3.8.2. Utilities and Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utilities, other services, and drainage in order to serve the Condominium and/or members of Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities, other services or drainage facilities or the use of these easements.

3.8.3. Encroachments. An easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment. Encroachments may result from (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of Association, and/or (iv) any repair or restoration of the Improvements (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

3.8.4. Irrigation. The Association is solely responsible for the maintenance, repair and replacement of the irrigation system lying within the Common Elements and Limited Common Areas of the Condominium. The Association shall have all easements of pedestrian and vehicular ingress and egress necessary to perform its obligations respecting the irrigation system; provided, however, Association shall promptly repair any damage to the Common Elements resulting from its maintenance, repair and/or replacement of such irrigation system.

3.8.5. Ingress and Egress. Non-exclusive easements in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Each Unit Owner shall have reasonable access to the public roads from the Condominium. None of the easements specified in this Section shall be encumbered by any leasehold or lien other than those on the Condominium Parcels.

3.8.6. Construction; Maintenance. Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, of any Improvements or Unit located or to be located thereon.

3.8.7. Development Easement. So long as Developer holds any Unit for sale in the ordinary course of business and in addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under the Condominium as may be required in connection with the development of the Condominium and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Units or any portion of the Condominium, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within the Condominium for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer and/or for the use of the Condominium. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Elements. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Elements as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Elements shall be deemed ordinary maintenance of

Association payable by all Owners as part of Common Expenses. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Elements for construction purposes. Developer intends to use the Common Elements for sales of new and used Units. Further, Developer may market other residences and commercial properties located outside of the Condominium from Developer's sales facilities located within the Condominium. Developer has the right to use all portions of the Common Elements in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Units, installing signs and displays, holding promotional parties and picnics, and using the Common Elements for every other type of promotional or sales activity that may be employed in the marketing of new and used Units or the leasing of Units. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Developer may non-exclusively assign its rights hereunder.

3.8.8. Sales Activity. As long as Developer, its successors, assigns or nominees offers any Units in the Condominium for sale in the ordinary course of business, Developer, its agents, nominees, designees, successors, and/or assigns shall have the right to use Units not closed and the Common Elements of the Condominium for marketing and sales purposes of Units in the Condominium. By way of example, and not as a limitation, Developer may maintain model units and sales offices within the Condominium, show model units and the Common Elements to prospective purchasers and tenants of the Units, and erect on the Condominium Property signs and other promotional material to advertise Units being offered for sale or lease by Developer, and erect on the Condominium Property signs and other promotional material to advertise Units offered for sale or lease by Developer. Developer reserves the right to use any Units not closed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered a leasing of the Unit and shall not be subject to Section 15.11 hereof.

3.8.9. Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other utilities or service easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

3.8.10. Paved Driveways and Roads. To the extent the paved driveways and roads within the Condominium provide access to other homes in the Condominium, Developer, Association and Unit Owners hereby grant non-exclusive easements, at no charge, for vehicular and pedestrian ingress and egress over the paved driveways and roads within the Condominium Property in favor of the Unit Owners and residents and their guests and invitees.

3.8.11. Water Transmission and Distribution Facilities Easement and Repair. To the extent that any water and sewer facilities are to be provided or maintained by the City or County, Developer hereby grants and conveys to City and/or County (as applicable), their successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within the Condominium Property (excluding such facilities located inside a Unit) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to City and/or County regulations ("Non-Conforming Pavers") in the course of construction of the Condominium and Common Elements, as and to the extent permitted under the terms of this Declaration. In the event City and/or County or any of their subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the City and/or County's use of its easement rights granted in this Section 3.8.11, then Association shall replace or repair such damage at the expense of Association, unless, and only to the extent that, such cost is not paid by City and/or County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless City and/or County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which City and/or County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 3.8.11.

3.8.12. Public Easements. Police, fire, sanitation, school transportation, health, water, sewer and other public service and utility company personnel and vehicles shall have a non-exclusive easement for ingress and egress over and across the Common Elements. The City shall also have a non exclusive easement for ingress and egress over and across the Common Elements.

3.8.13. Reservation of Right for Developer to Grant Additional Easements. For as long as the Condominium is being developed, Developer shall have the right to grant any additional easements over the Condominium Property that Developer determines are necessary for the continued development and operation of the Condominium. Developer may grant such easements, without the joinder of Unit Owners, Association or any

lender. By way of example and not as a limitation, Developer may grant easements to itself or others for pedestrian or vehicular ingress and egress across the roads within the Condominium Property. This Section may not be amended by anyone other than Developer without Developer's joinder.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforescribed appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1. Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit is based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium and is as set forth in Exhibit 5 attached hereto and made a part hereof.

5.2. Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. Each Unit Owner shall be a member of Association.

6. Amendments.

6.1. Amendment by Association.

6.1.1. Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or by the Owners of a majority of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of Association shall be transmitted to the President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

6.1.2. Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

6.1.3. Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

6.1.3.1. Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,

6.1.3.2. Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,

6.1.3.3. Prior to the date upon which Unit Owners other than the Developer control the Board, one hundred percent (100%) of the Board.

Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

6.1.4. Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2. By Developer. For so long as Developer is offering any Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. The execution and recording of any amendment by Developer pursuant to this Section shall be effective as provided below unless subsequently rescinded. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those actions governed by Sections 718.110(4) and (8) of the Florida Statutes (2005)), as long as Developer is offering one or more Units in the Condominium for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration, including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee or

prospective Institutional First Mortgagee to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

6.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

6.4. Procedure. The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act.

6.5. Restrictions on Amendments.

6.5.1. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless a majority of the total Voting Interests of Association, including all of the Voting Interests of Units affected by such amendment and the record owner of liens on such Units join in the execution of the amendment; provided, however, no such approval shall be required if such amendment is required by any governmental entity having jurisdiction over the Condominium.

6.5.2. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer, without the written consent of Developer.

6.5.3. No amendment shall materially affect the rights or interests of Institutional First Mortgagees or SFWMD without their prior consent, which shall be evidenced as provided in the Act and which shall not be unreasonably withheld. It shall be presumed that, except as to those matters set forth in Sections 718.110(4) and (8) of the Florida Statutes (2005), amendments to the Declaration do not affect the rights or interests of Institutional First Mortgagees.

7. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

7.1. Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his or her Unit, including but not limited to fixtures, entrances, screens, both sides of windows accessible from the Unit (e.g., windows accessible from a balcony, patio, if any, are the responsibility of Unit Owner), the foyer door, all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air-handling equipment exclusively serving a Unit which is located on the slab adjacent to the Building in which the respective Unit is located), thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Windows which are not accessible to Unit Owners (by way of example, the exterior of any window that cannot be reached from the balcony) shall be washed by Association and the cost thereof shall be a Common Expense. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-conditioning equipment. The service contract may also provide for minor maintenance and repair services to all appliances originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract. The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.

7.2. Air Conditioner Air Handling Equipment, Specific Unit Owner Responsibility. As provided in Section 3.5.5 hereof, the air conditioner air handling equipment is deemed to be included as part of the Unit it exclusively serves; accordingly, the maintenance obligations set forth in Section 7.1 above apply to air-conditioner air handling equipment. The obligation to maintain and repair any heating and air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not Association, without regard to whether such items are included within the boundaries of the Unit(s).

7.3. Limited Common Elements.

7.3.1. General Maintenance Requirements. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively (or non-exclusively in the case of a fence or wall) serving his or her Unit, excluding Mailboxes, including but not limited to fixtures, light bulbs, ceiling fans, screen doors, screening, the foyer door, all garden items and the grass, plants, shrubs and flowers within such Limited Common Element, if enclosed by a fence or wall, if applicable, and all other doors and gates, if applicable, within or affording access to a Limited Common Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense except as otherwise expressly provided to the contrary herein. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Limited Common Element for that purpose or for the repair, replacement and maintenance of the Limited Common Element and other facilities.

7.3.2. Balconies, Patios and Terraces. The Units may have access to a patio, balcony or terrace. The Unit Owner shall be responsible for maintenance and care of the balconies, patios and terraces, including, without limitation, all wiring, electric outlets, lighting fixtures, flooring, and screening, or screened doors, if applicable. A Unit Owner may install floor coverings (e.g., tile) within a balcony and/or patio after obtaining the prior written approval of the Board as more particularly explained in Section 3.7.1 hereof. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details, or otherwise, which approval may be unreasonably withheld. No changes whatsoever can be made to these areas without the permission of Association, which may be withheld for any reason. Although these balconies, patios and terraces may appear to be part of the applicable Unit, such balconies, patios and terraces must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the balconies, patios and terraces will be free from noise or private. Unless damage is caused due to the Unit Owner's negligence, Association shall be responsible for maintaining all structural components of the balconies, patios and terraces, including, without limitation, any rebar running through or underneath such facilities and the post and the below ground footers that stabilize the posts that support the overhang, if any. Notwithstanding the foregoing each Unit Owner will maintain the gate, if any, leading into the patios, entries or walled/fenced gardens.

7.3.3. Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies located within the Common Elements of the Condominium in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of the Common Expenses of Association.

7.3.4. Mailboxes, and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, all driveways, Mailboxes or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

7.3.5. Failure to Perform Responsibilities. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to all Limited Common Elements for that purpose or for the repair, replacement, and maintenance of all Limited Common Element screening and other facilities.

7.3.6. Fences.

7.3.6.1. Generally. The repair, maintenance and replacement of a fence shall be the responsibility of the Unit Owner having the exclusive use of such fence.

7.3.6.2. Shared Fence. Notwithstanding the provisions of Section 7.3.6.1, the cost of reasonable repair, maintenance and replacement of a fence that is shared by two (2) Units shall be shared equally by the Unit Owners of the Units sharing such fence without prejudice, however, to the right of any Unit Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

7.3.6.3. Failure to Contribute. In the event a Unit Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a shared fence (whether or not through his own fault or the fault of his insurance company to pay any claim), then in that event the Unit Owner advancing monies shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the shared fence and suit thereon shall be commenced one (1) year from date such lien is filed.

7.3.6.4. Alterations. Subject to applicable building codes, Unit Owners shall not make any alterations, additions or structural changes to the fence.

7.3.6.5. Easement. Each Unit Owner sharing a fence shall have all easement rights reasonably necessary to perform the obligations contained herein over the shared fence.

7.4. Areas Outside Buildings. Unless provided otherwise in this Declaration, all exterior Condominium Property not within the boundaries of the Buildings (excluding areas between fences that have been closed off by a Unit Owner) and Building exteriors (including the roofs) shall be operated, maintained, replaced and repaired by the Association, the cost of which shall be part of Common Expenses. Such operation and maintenance shall include, but not be limited to, the cost for insurance, landscaping, pavement replacement, directional signs, and shrubbery. The items to be maintained by Association shall include, but not be limited to, items such as the parking areas, driveways, roads, fences, and mailboxes if located outside the boundaries of the Buildings, if any.

7.5. Common Elements. Except to the extent (i) expressly provided to the contrary herein or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Association is bound to comply with all maintenance standards set forth in this Declaration. In order to operate the Condominium, it is possible that holes may be cut in walls to facilitate the placement of equipment benefiting the Condominium. Further, due to the location of these areas, it is possible that noise or vibration of equipment may be heard or felt inside the Units. The Condominium may be designed with a roof membrane. The roof may contain hooks or other apparatus in the floor or walls that will allow equipment to be used to clean windows of the Condominium. When windows are cleaned, there may be drops or swings placed on the roof. Trellises, if any, forming part of the roof shall be maintained, along with the rest of the roof by Association.

7.6. Paved Common Elements. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all roads, pathways, driveways, parking areas (other than garages) and sidewalks forming a part of the Common Elements, including, without limitation, the pruning of roots in the parking areas and other paved Common Elements. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Elements by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Common Expenses of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Elements annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Turnover Date, Association should monitor the roads and sidewalks forming the Common Elements monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

7.7. Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, Limited Common Elements or to another Unit or Units.

7.8. Light Fixtures. Prior to sale of the last Unit in the Condominium, Developer or its designee, shall have the right but not the obligation, to cause those electric light fixtures which may be attached to the front exterior of the Building between Units, if any, plus those electric street lights adjoined or adjacent to each Building, if any, to be turned on and off via an automatic device. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the electric light fixtures, the street lights and the lights attached to the front exterior of the Building. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the automatic device. The light fixtures that are placed on the Building immediately outside the front exterior of each Unit, if any, will be manually operated by each Unit Owner from within the respective Unit. The replacement and maintenance of these fixtures, as well as the cost of electricity, shall be an expense to the Unit Owner.

7.9. Miscellaneous. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

7.10. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this

Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Elements or Limited Common Elements deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy. Notwithstanding the foregoing, Association shall have all rights and remedies available under Chapter 718, Florida Statutes, including 718.303(1) and 718.506, Florida Statutes, and with respect to claims alleging a "construction defect" (as defined in Section 558.002(4), Florida Statutes). The provisions of Chapter 558 of the Florida Statutes shall apply.

Surface Water Management System.

7.11.1. Duty to Maintain. The Surface Water Management System within the Condominium will be owned, maintained and operated by Association as permitted by the SFWMD. If owned by Association as Common Elements, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Common Expenses of Association. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

7.11.2. Amendments to Condominium Documents. Any proposed amendment to the Condominium Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

8. Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

8.1. Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer (provided Developer shall hold at least one (1) Unit in the Condominium for sale in the ordinary course of business which has not yet been conveyed to a third party homeowner) shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or any exterior portion of the Buildings (whether a part of a Unit or a part of the Common Elements) or the Unit, except for replacement of a foyer door, glass or screening contained in a Unit or Limited Common Element with glass, screen or door identical to the material that is being replaced. Without limiting the generality of the foregoing, no Unit Owner other than Developer, provided Developer shall own at least one (1) Unit in the Condominium for sale in the ordinary course of business, without having first obtained the prior consent of the Board, shall:

8.1.1. change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

8.1.2. change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Buildings; or

8.1.3. remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

8.1.4. cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

8.1.5. affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Buildings, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

8.1.6. change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors; or

8.1.7. otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units of the same type.

8.2. Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty-five (45) days after the date

of its receipt of any such request within which to approve or disapprove the same, and if not approved within such forty-five (45) day period, such request shall be deemed rejected. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement. In the event any Unit Owner performs any alterations, improvements or additions without having obtained the consent of the Board, Association shall have all remedies provided by the Act and the right to seek injunctive relief. In addition, Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so. In the event any Unit Owner performs any alterations, improvements, or additions without having obtained the consent of the Board, Association shall have all remedies provided by the Act and the right to seek injunctive relief. In addition, Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so. Unless expressly permitted in writing by Association, the installation of any floor covering, other than padded carpeting or well padded vinyl flooring, is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed underneath floor coverings, so as to be between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproof according to general architectural and engineering standards presently observed in the Condominium.

8.3. Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars (\$50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available Consumer Price Index selected by the Board.

8.4. Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

8.4.1. Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

8.4.2. Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

9. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in the Articles and By-Laws. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

10. Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

10.1. Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his or her share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

10.2. Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, it is possible that Association may collect more or less than the amount budgeted for Common Expense. Prior to the Turnover Date, Developer shall have the option to (i) fund the shortfall in Assessments not raised by virtue of all income received by Association or (ii) to pay Assessments on Units owned by Developer. If Developer has cumulatively over funded Common Expense and/or prepaid expenses of Association which have not been reimbursed to Developer prior to the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date. Developer

shall never be required to (i) pay Assessments if Developer has elected to fund the deficit instead of paying Assessments on Units owned by Developer, or (ii) pay Special Assessments, management fees or Reserves through the Guarantee Expiration Period (as defined in Section 11.10 below). Any surplus Assessments collected by Association may be (i) allocated towards the next year's Common Expense, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

10.3. Association as Unit Owner. Should Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

10.4. Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in monthly installments or at such time as shall from time to time be fixed by the Board. The Unit Owner is responsible for the payment of Assessments as of the date that such Unit Owner closes on the purchase of the Condominium Parcel.

10.5. Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association, including, to the extent required by law and, in addition, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such budget; provided, however, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional Assessment or Assessments as it shall deem necessary. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense. The Board in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 11 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services.

10.6. Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote, which vote shall take place each year, to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

10.7. Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

10.8. Use Fees. The Board has the right, but not an obligation, to establish use fees ("Use Fees") from time to time for the exclusive use of any portion of the Common Elements, and/or the services of a concierge. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements.

11. Collection of Assessments.

11.1. Delinquency or Default. The payment of any charges or Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full.

11.2. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all charges for Assessments for Common Expenses, regular or special, interest on such delinquent charges, Assessments or installments thereof as above provided, and for all costs of collecting the charges, Assessments and interest thereon, including reasonable attorneys' fees, paraprofessional fees and costs (pre-trial and at all levels of proceedings, including appeals), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

11.3. Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment or charge levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

11.4. Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments or charges owing to Association, and (3) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs pre-trial and at all levels of proceedings, including appeals) which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner if the Unit Owner remains in possession of the Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. The lien of Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

11.5. Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorneys' fees, paraprofessional fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or Special Assessment advances made by Association where any taxing authority having jurisdiction levies any tax or Special Assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or Special Assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

11.6. Transfer of Title, Including Foreclosure or Judicial Sale. Subject to the provisions of Section 11.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

11.7. Effect of Voluntary Transfer. When a Unit Owner proposes to sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of the Unit Owner, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a Unit is to be sold or mortgaged at the time when payment of any Assessment or charge against the Unit Owner and the Unit which is due to Association shall be in default (as long as a claim of lien has been recorded by Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the purchaser or mortgagee first to payment of any then delinquent Assessment or charge or installment thereof due to Association before payment of the balance of such proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent Assessment. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

11.8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of Assessments remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

11.9. Institutional First Mortgagee.

11.9.1. The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid regular periodic Assessments for Common Expenses which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

11.9.2. The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

11.9.3. The provisions of this Subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

11.9.4. In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

11.10. Developer's Liability for Assessments. Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit Owners control the Board or when Interval No. 3 (as described below) expires (the "**Guarantee Expiration Date**"), provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than Developer shall not increase during the following intervals of time over the amount set forth for each interval:

Interval No. 1 shall commence with the recording of this Declaration and end on December 31st of the year that this Declaration is recorded. The Assessments for Common Expenses shall not increase over the amounts shown below during Interval No. 1.

<u>Unit Type</u>	<u>Number of Units</u>	<u>Guarantee Monthly Assessment Per Unit</u>	<u>Guarantee Annual Assessment Per Unit</u>
"A" or "Avalon"	16	\$410.66	\$4,927.98
"B" or "Brigantine"	64	\$378.97	\$6,547.65
"C-1" or "Cape May 1"	10	\$300.64	\$3,607.73
"C-2" or "Cape May 2"	10	\$318.08	\$3,816.94

Interval No. 2 shall commence on January 1st following the year when Interval No. 1 ends and end on December 31st of that same year. The Assessments for Common Expenses shall not increase over the amounts shown below during Interval No. 2.

<u>Unit Type</u>	<u>Number of Units</u>	<u>Guarantee Monthly Assessment Per Unit</u>	<u>Guarantee Annual Assessment Per Unit</u>
"A" or "Avalon"	16	\$472.59	\$5,667.11
"B" or "Brigantine"	64	\$435.81	\$5,229.79
"C-1" or "Cape May 1"	10	\$345.73	\$4,148.83
"C-2" or "Cape May 2"	10	\$365.79	\$4,389.50

Interval No. 3 shall commence on January 1st following the year when Interval No. 2 ends and end on December 31st of that same year. The Assessments for Common Expenses shall not increase over the amounts shown below during Interval No. 3.

<u>Unit Type</u>	<u>Number of Units</u>	<u>Guarantee Monthly Assessment Per Unit</u>	<u>Guarantee Annual Assessment Per Unit</u>
"A" or "Avalon"	16	\$543.48	\$6,521.74
"B" or "Brigantine"	64	\$501.18	\$6,014.18
"C-1" or "Cape May 1"	10	\$397.59	\$4,771.07
"C-2" or "Cape May 2"	10	\$420.66	\$5,047.90

11.10.1. Developer shall be obligated to pay any amount of Common Expenses actually incurred during such periods and not produced by the Assessments at the guaranteed levels receivable from Unit Owners. The Guarantee Expiration Date may be unilaterally extended by Developer for one or more successive periods of six (6) months each until such time as Developer does not own any Units in the Condominium, provided that the regular monthly Assessments for Common Expenses equally imposed on each Unit Owner other than Developer shall not increase over the amount provided in Interval No. 3.

11.10.2. No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

11.11. Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements in accordance with the purposes for which they are intended, provided such occupancy and enjoyment do not hinder or encroach upon the lawful rights of other Unit Owners.

11.12. Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner, purchaser, or Institutional First Mortgagee.

12. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

12.1. Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("Insurance Trustee") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

12.2. Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds but only in their respective capacities as Unit Owners and mortgagees. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

12.2.1. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

12.2.2. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

12.3. Coverage. Association shall maintain insurance covering the following:

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

12.3.2. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$2,000,000 for each occurrence. The limits required herein can be satisfied by using an umbrella liability policy. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

12.3.3. Workers' Compensation Insurance. Workers' compensation including employer's liability in an amount determined by the Board and other mandatory insurance, when applicable.

12.3.4. Flood Insurance. Flood insurance, if required or Association so elects.

12.3.5. Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all Directors, officers and employees of Association and managing agents who handle Association funds, if any.

12.3.6. Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all Directors, officers and employees of Association, for claims arising out of their alleged "wrongful acts."

12.3.7. Windstorm Coverage. Windstorm coverage, if required or Association so elects.

12.3.8. Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

12.3.9. Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right of subrogation against Association and against the Unit Owners individually and as a group.

12.4. Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

12.5. Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

12.6. Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

12.7. Distribution of Proceeds. Proceeds of insurance policies received by Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

12.7.1. Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

12.7.2. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in

disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

12.7.3. Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 12.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

12.7.4. Certificate. In making the distributions to Unit Owners and their mortgagees, Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President, Vice President or Association's attorney as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President, Vice-President or Association's attorney to determine whether or not the damaged property is to be reconstructed or repaired.

12.8. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to purchase and maintain insurance policies, adjust all claims arising under insurance policies purchased by Association, collect and appropriately distribute the proceeds of insurance policies, execute and deliver releases upon the payment of claims and execute any document necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

12.9. Unit Owners Personal Coverage. Unit Owners should obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters and built-in cabinets. Unit Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association.

13. Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.

13.1. Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such funds all mortgages and liens on his or her Unit in the order or priority of such mortgages and liens.

13.2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is a Building, by a majority of Unit Owners of that Building. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

13.3. Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.

13.4. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

13.5. Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Unit Owners' respective shares in the Common Elements.

13.6. Disbursement of Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

13.6.1. Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage as set forth in Section 13.6.2 below.

13.6.2. Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is equal to or more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 13.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

13.6.3. Surplus. It shall be presumed that the first moneys disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Unit Owner into the construction fund shall not be made payable to any mortgagee.

13.6.4. Certificate. Notwithstanding the provisions herein, Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by Association with Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President, Vice President or Association's attorney, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

14. Condemnation.

14.1. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with Insurance Trustee (if appointed).

14.2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

14.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 14 specifically provided.

14.4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

14.4.1. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

14.4.2. Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

14.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

14.5.1. Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable;

second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

14.5.2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

14.5.3. Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units) in proportion to the total square footage of each remaining Unit to the total square footage of all remaining Units in the Condominium.

14.5.4. Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

14.5.5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Unit Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

14.6. Taking of Common Elements. Awards for the taking of Common Elements or Limited Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

14.7. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

14.8. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

15. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

15.1. Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements including, without limitation, attorneys' fees, paraprofessional fees and costs pretrial and at all levels of proceedings including appeals. Without limiting the foregoing, all persons using the Common Elements, including but not limited to all waterbodies, lakes, pools or areas adjacent to such waterbodies in the Condominium do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE

PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

15.2. Awnings, Canopies and Shutters. No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board in writing. Association will specify the type and color of all hurricane shutters which must be uniform for all Units. Hurricane shutters approved by the Board may only be installed or closed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed or opened by the respective Unit Owner thereof within forty-eight (48) hours thereafter, and if not so removed or opened by a Unit Owner, such shutters may be removed or opened by the Association at the expense of such Unit Owner. Any approval by Association shall not be deemed an endorsement of the effectiveness of hurricane shutters. The Board has the absolute discretion to approve or disapprove such awning, canopy or shutter, provided, however, the Board must approve the installation or replacement of hurricane shutters conforming to the hurricane shutter specifications adopted by the Board. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies located within the Common Elements in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of the Common Expenses of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Unit and yard, if any. Notwithstanding the foregoing, shutters are not required on the windows of Units because such Units contain impact resistant glass in accordance with the current building code.

15.3. Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

15.4. Bicycles. Bicycles may not be stored in the balconies, patios, terraces or in any place that causes the bicycle to be visible from the exterior of the Buildings.

15.5. Cars and Trucks.

15.5.1. Owners' automobiles shall be parked in the garage of a Unit or in the adjoining driveway which are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than forty-eight (48) hours. No Unit Owner may park any vehicle in guest parking spaces.

15.5.2. No commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property; provided, however, the Board shall have the right to permit vans to be parked for specified periods of time in designated service parking areas. The term commercial vehicle shall also not be deemed to include recreational or utility vehicles, (i.e. Broncos™, Blazers™, Explorers™, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of one (1) ton or cars, if they are used by the Unit Owner on a daily basis for normal transportation. The term commercial vehicle shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction or maintenance vehicles in connection with the construction, improvement, installation, or repair by Developer of any part of the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services. In addition, this parking prohibition shall not apply to Developer's vehicles when engaged in any activity relating to construction, maintenance, or marketing of Units.

15.5.3. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

15.6. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

15.7. Effect on Developer; Association. The restrictions and limitations set forth in this Section 15 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 15 for good cause shown.

15.8. Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Buildings (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his or her Unit, without the prior written consent of the Board; provided, however, a removable United States of America flag and removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval. Due to the restrictions set forth in Section 15.18 relative to affixing satellite dishes or antennas, Association will in no way consent to satellite dishes or antennas being affixed in a way that penetrates the post tension concrete slab system.

15.9. Garages. Each Unit has its own one (1) car garage (except that "A" or "Avalon" Units have a two (2) car garage. No garage shall be converted into a general living area unless specifically approved by the Board. Garage doors shall remain closed at all times, except when vehicular or pedestrian access is required.

15.10. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The party responsible for meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as the party responsible for maintenance and repair of the property concerned.

15.11. Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide (or if it does not provide, shall automatically be deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any rules and regulations adopted by the Association from time to time (before or after execution of the lease) and (ii) Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 16 hereof. No Unit may be leased more than two (2) times per year. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant (in an amount determined by the Board and not to exceed the amount permitted by the Act). As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 15.11 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 16 hereof and the Restrictive Covenant Agreement, attached hereto as Exhibit 8.

15.12. Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his or her Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

15.13. Maintenance by Owners. All property, structures, improvements, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition.

15.14. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

15.15. Pets. Each Unit may house up to two (2) animals in the aggregate, which may only be a domestic cats and/or dogs with a weight of not more than forty (40) pounds per animal, unless such animals are of a breed prohibited by County, City or any other ordinance. Association may prohibit other breeds of dogs that the Board in its sole discretion, considers dangerous. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. Each Owner shall be responsible for the activities of its pet. The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit. Notwithstanding the foregoing, seeing-eye dogs shall not be governed by the restrictions in this Section.

15.16. Post Tension Concrete Slab System. The Condominium may be constructed using a post tension concrete slab system. Nothing can be allowed to penetrate the slabs of the Buildings without the permission of the Board, which may be withheld for any reason.

15.16.1. This means that there can be no penetration into the top or underside of a slab. By way of example, the Units are not designed to allow the installation of a ceiling fan, soffits or lighting in the ceiling unless the same are part of the original construction. No penetration into the surface is permitted in structural walls,

columns and floors. Each Unit Owner indemnifies and holds harmless Association and every other Unit Owner from any and all damages, liabilities and costs including, without limitation, attorneys' and paraprofessional fees and costs (pretrial and at all levels of proceedings including trial and appellate levels), resulting from such Unit Owner's improper penetration of any slab within the Condominium.

15.16.2. Trellis work and lattice work are not permitted if penetration that will in any way affect the post tension concrete slab system is required.

15.16.3. The installation of hurricane shutters may be restricted. There may be restrictions as to the types of installation permitted and the method of fastening the hurricane shutters to the Buildings.

15.16.4. Satellite dishes and antennas shall not be affixed in a way that penetrates the post tension concrete slab system.

15.17. Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

15.18. Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Building, Unit or other areas of the Condominium without the prior written approval thereof being first had and obtained from the Board as required by this Declaration. The Board may require, among other things, that all such improvements be screened so that they are not visible from the outside. Each Owner agrees that the location of such items must be first approved by the Board in order to address the safety and welfare of the residents of the Condominium. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

15.19. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Elements.

15.20. Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board in its sole discretion.

15.21. Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner of or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

15.22. Utility Addition. No additional utility fixture or improvement including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

15.23. Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Unit remains water tight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning equipment with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

15.24. Preserve and Conservation Tracts. It is anticipated that the Common Elements may include one or more preserves and/or conservation tracts. Unit Owners or other persons shall not take any action or enter into such areas so as to adversely affect the same. Such areas shall be maintained by the Association in their natural state.

15.25. Weight and Sound Restrictions.

15.25.1. Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas on any floor of

the Condominium (except the Units on the ground floor as noted below) must have sound control material approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering on any floor of the Condominium except the ground floor in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements. The restrictions on the installation of hard surfaced floor coverings do not apply to the Units located on the ground floor. Notwithstanding the foregoing, the minimum requirement for sound absorbent padding shall be one-half (1/2) inch of cork.

15.25.2. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Buildings.

15.25.3. The installation of a waterbed must be submitted and approved by the Board. The Board has the absolute right to deny the installation of the waterbed due to the weight restrictions affecting the Condominium. If the installation of a waterbed is approved by the Board, the Board may require Unit Owner to carry flotation insurance as is standard in the industry in an amount deemed reasonable to protect Unit Owner, Association and other Unit Owners against personal injury and property damage to the Unit and the rest of the Condominium.

15.25.4. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Buildings. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

15.25.5. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from stairwells is normal for this type of building. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

16. Selling, Leasing and Mortgaging of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Unit Owner shall be subject to the following provisions so long as Association exists, which provisions each Unit Owner covenants to observe:

16.1. Transfers Subject to Approval.

16.1.1. Sale No Unit Owner may dispose of a Unit or any interest therein by sale without approval of Association.

16.1.2. Lease No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease for any period without approval of Association and except as provided herein. The renewal of any lease, including any lease previously approved by Association under this Section 16, shall be re-submitted for approval by Association. No Unit Owner may transfer possession of a Unit or any interest therein by lease for any period until such Unit Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Unit Owner is current in payment of such Assessments.

16.1.3. Gift. If any Unit Owner proposes to transfer a Unit by gift, the proposed transfer shall be subject to the approval of the Association.

16.1.4. Other Transfers. If any Unit Owner proposes to transfer his or her title, or any interest therein in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of Association.

16.2. Approval by Association. To obtain approval of Association which is required for the transfer of Units, each Unit Owner shall comply with the following requirements:

16.2.1. Notice to Association.

16.2.1.1. Sale. A Unit Owner intending to make a bona fide sale of his or her Unit, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

16.2.1.2. Lease. A Unit Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

16.2.1.3. Gift; Other Transfers. A Unit Owner who proposes to transfer his or her title by gift or in any other manner not heretofore considered, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

16.2.1.4. Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, Association at its discretion and without notice may approve or disapprove the sale, lease or other transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

16.2.1.5. Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

16.2.2. Certificate of Approval.

16.2.2.1. Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of County.

16.2.2.2. Lease. If the proposed transaction is a lease then, within fifteen (15) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

16.2.2.3. Devise or Inheritance. Any person who has obtained a Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 16 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

16.2.2.4. Gift; Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Unit Owner and shall be recorded in the Public Records of County.

16.2.3. Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Unit being approved by Association. Any change in such primary occupant or beneficial owners of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Section.

16.3. Disapproval by Association. Although a Unit Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

16.3.1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Unit Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

16.3.1.1. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

16.3.1.2. The purchase price shall be paid by cashier's check or federal wire.

16.3.1.3. The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase and shall be upon terms no less favorable than the terms of the disapproved contract.

16.3.1.4. If Association fails to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.

16.3.2. Lease. In the event the Board disapproves a transfer of possession of a Unit by lease, then the Unit Owner shall not lease the Unit to the intended lessee for whom the Unit Owner sought approval.

16.3.3. Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser or purchaser approved by the Board to purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid by federal wire or cashier's check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Unit, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

16.3.4. Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, Association shall deliver by professional courier, hand delivery or mail or by certified mail, to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of Association regarding occupancy of the Unit and by whom the votes in Association affairs may be cast.

16.4. Mortgage. No Unit Owner may mortgage his or her Unit or any interest therein without the approval of Association except to an Institutional First Mortgagee as defined herein. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to certain conditions imposed by Association.

16.5. Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. With the exception of the approval requirements applicable for leasing a Unit, the provisions of this Section 16.5 shall not apply to Developer.

16.6. Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

16.7. Notice of Lien or Suit.

16.7.1. Notice of Lien. A Unit Owner shall give notice to Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

16.7.2. Notice of Suit. A Unit Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Unit Owner receives knowledge thereof.

16.7.3. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

16.8. Restrictive Covenant Agreement. Notwithstanding any provisions in the Declaration, all Restricted Units, as such term is defined below, are only permitted to be rented or subleased, in accordance with the Restrictive Covenant Agreement, one (1) year after the initial conveyance of the Restricted Unit. For further information, refer to the Restrictive Covenant Agreement attached hereto as Exhibit 8.

17. Compliance and Default. Each Unit Owner, every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all Exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

17.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected with respect to such negligence by Association.

17.2. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Articles, the By-Laws, applicable Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

17.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the Exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, paraprofessional fees and costs (pretrial and at all levels of proceedings, including trial and appellate levels) as may be awarded by the court.

17.4. No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

18. Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (ii) the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

19. Termination of Condominium and/or Dissolution of Association. When the Board intends to terminate the Condominium, or dissolve Association, the Board shall notify the Division before taking any action to terminate the Condominium or Association. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such net proceeds all mortgages and liens of his or her Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of Association executed by its President and one other officer of Association, certifying as to the basis of the termination and such certificate shall be recorded among the Public Records of County. Within thirty (30) business days following the recordation of such certificate, Association shall (i) notify the Division of the termination and date the certificate was recorded, the county where the certificate was recorded, and the book and page number of the public records where the certificate was recorded and (ii) provide the Division with a copy of the recorded certificate certified by the clerk of County. Notwithstanding the foregoing, the Condominium cannot be terminated nor can the Association be dissolved without the consent of (i) all Institutional First Mortgagees, and (ii) Developer so long as it owns any Unit for sale in the ordinary course of business. Such prior consent of the Institutional First Mortgagees may not be unreasonably withheld.

20. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing adequate proof of their status and upon written request to Association, to:

20.1. Examine Association's books and records and require copies of the annual reports and other financial data;

20.2. Receive notice of Association's meetings and attend such meetings;

20.3. Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner;

20.4. Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property;

20.5. Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium; and

20.6. Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

21. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and applicable Rules by such Unit Owner, tenant or occupant.

22. Developer's and Association's Additional Rights.

22.1. Marketing Items. Developer, its agents, affiliates, or assignees, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Condominium in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date (as such term is defined in the By-Laws) except with the express written permission of Developer.

22.2. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

22.3. Telecommunications Services.

22.3.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of Telecommunications Services for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

22.3.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments. Notwithstanding the foregoing, from and after the Turnover Date, such easements shall be cancelable by Association in accordance with the terms of the Act.

22.3.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of

self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank N.A. on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

22.3.4. Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

22.4. Monitoring System.

22.4.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium and for the Condominium. Prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

22.4.2. Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, one or more manned gatehouses, one or more electronic gates, and roving attendants on foot and using vehicles, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

22.4.3. Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

22.4.4. Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

22.5. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

22.6. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and to recover all costs relating thereto including, without limitation, attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

23. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

23.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 23 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

24. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED BY MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.) AND NOT BY A COURT OF LAW. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT. THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER'S CLAIM OF VOIDABILITY BASED UPON

CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES, HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

25. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY (AS DEFINED IN SECTION 1 OF THIS DECLARATION). DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

26. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING THE FOREGOING, THIS PROVISION SHALL NOT ABRIDGE ANY RIGHTS PROVIDED BY THE ACT.

27. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

28. Blocked Views; Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

29. Parking Areas. Each Unit Owner acknowledges and agrees that a portion of the parking areas and/or driveways may be located below the federal flood plain. In the event of flooding, any automobiles and/or personal property stored therein is susceptible to water damage. By acquiring title to, or taking possession of, a Unit, each Owner, for such Owner and the Owner's tenants, guests and invitees, hereby expressly assumes any responsibility

for loss, damage or liability resulting therefrom. Additionally, insurance rates, both for the Association in insuring the parking areas, and for Owners, may be higher than if the parking area was above the federal flood plain.

30. Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices shall be deemed to have been given when mailed in a sealed wrapper with prepaid postage, and are effective upon receipt or refusal to accept receipt.

31. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation. This Declaration and its Exhibits may be executed in counterparts.

32. Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.

33. Exhibits. All Exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

34. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable Rules, said dispute or litigation shall be governed by the laws of the State of Florida.

35. Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom relief or recovery is sought (the "Defendant") of the specific Construction Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Construction Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Construction Matter(s) and shall have materially failed to do so. If any Construction Matter is not cured or corrected as aforesaid, all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 35, as shall Association.

36. Eligibility Requirements for Board Membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for membership on the Board.

37. Concierge and/or Manager. Association may, but is not obligated, to retain a concierge and/or manager to assist the Board in connection with the operations of Association. Without limiting any other provision hereof, Association may hire a concierge who will perform services for individual Unit Owners for which a Use Fee may or may not be charged.

38. Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Condominium, any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by the City, County or applicable governmental subdivisions or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

39. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable Rules adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

40. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

41. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

42. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

43. Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

44. Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

45. Title Documents. Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items, the following documents (collectively, the "Title Documents"):

- 45.1. Plat of Village at Swinton Square recorded in Plat Book 107 at Page 23
- 45.2. Plat No. 3 of Southridge recorded in Plat Book 24 at Page 24.
- 45.3. Plat of Southern Pine recorded in Plat Book 4 at Page 60
- 45.4. Plat recorded in Plat Book 1 at Page 4
- 45.5. Reservations recorded in Deed Book 774 at Page 211.
- 45.6. Reservations recorded in Deed Book 710 at Page 595.
- 45.7. Master Deed Restrictions recorded in Official Records Book 17295 at Page 546.

NOTE: ALL TITLE DOCUMENTS IDENTIFYING AN OFFICIAL RECORDS BOOK AND PAGE WERE RECORDED IN THE PUBLIC RECORDS OF COUNTY (AS DEFINED IN SECTION 1).

Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium, this Declaration or by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

46. Work Force Housing. Unit types "C-1" or "Cape May 1" and "C-2" or "Cape May 2" (the "Restricted Units") are part of the City's Workforce Housing Program and are subject to Article 4.7 of the City's Land Development Code, as amended from time to time, a copy of which is attached hereto as Exhibit 7. In addition, the Restricted Units are subject to the Restrictive Covenant Agreement. Accordingly, the City requires that the Restricted Units, which amounts to twenty percent (20%) of all Units, be reserved solely for Very Low Income Households, Low Income Households or Moderate Income Households, as such terms are defined in Article 4.7 of the City's Land Development Code. Pursuant to the Restrictive Covenant Agreement, the Restricted Units shall be integrated with the other Units in the Condominium and shall be compatible with the other Unit's exterior design, appearance, and quality of construction and construction materials. The Restricted Units may not be sold, resold, rented, subleased or transferred in any manner unless such transfer complies with the Restrictive Covenant Agreement. For further information, please refer to Exhibits 7 and 8, attached hereto.

47. Railroad Disclosure. Active railroad tracks are located east of Swinton Avenue, which is adjacent to the Condominium and in close proximity to the Condominium. Such railroad operations may emit unpleasant odors, emissions and noise associated with railroad operations throughout the day and night. Unit Owner understands, acknowledges and agrees that there may be increased noise levels and increased levels of smog and fumes as a result of such railroad operations. Seller cannot guarantee that such increased noise levels, odors or other emissions will not be noted in the future and Seller is not responsible for odors, noise levels, or other nuisances which might result from the railroad tracks and operations adjacent to and in close proximity to the Condominium.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 17th day of NOVEMBER, 2006.

WITNESSES:

Sumiko Black
 Print name: Sumiko Black
Laweasti
 Print name: Carrie Lancaster

LENNAR HOMES, INC., a Florida corporation

By: [Signature]
 Print Name: Anthony M. Burt
 Title: V.P.

{SEAL}

STATE OF FLORIDA)
) SS.:
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7 day of November, 2006 by Gregory M. Blair as Vice President of LENNAR HOMES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

My commission expires:

Jessica De Pena
 NOTARY PUBLIC, State of Florida
 Print name: Jessica De Pena



JOINDER

VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC.

VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC., does hereby join in the Declaration of Condominium for Village at Swinton Square Condominium, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7th day of NOVEMBER, 2006.

WITNESSES:

VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Jeniko Black
Print name: Jeniko Black

Carline Lancaster
Print name: Carline Lancaster

By: *Marlene Schrage*
Name: MARLENE SCHRAGER
Title: PRESIDENT



STATE OF FLORIDA)

) SS.:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of November, 2006 by Marlene Schrage as _____ President of VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Jessica De Pena
NOTARY PUBLIC, State of Florida
Print name: Jessica De Pena



Exhibit 1

LEGAL DESCRIPTION

All of the property within the plat of Village at Swinton Square, according to the plat thereof, as recorded in Plat Book 107 at Page 23, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

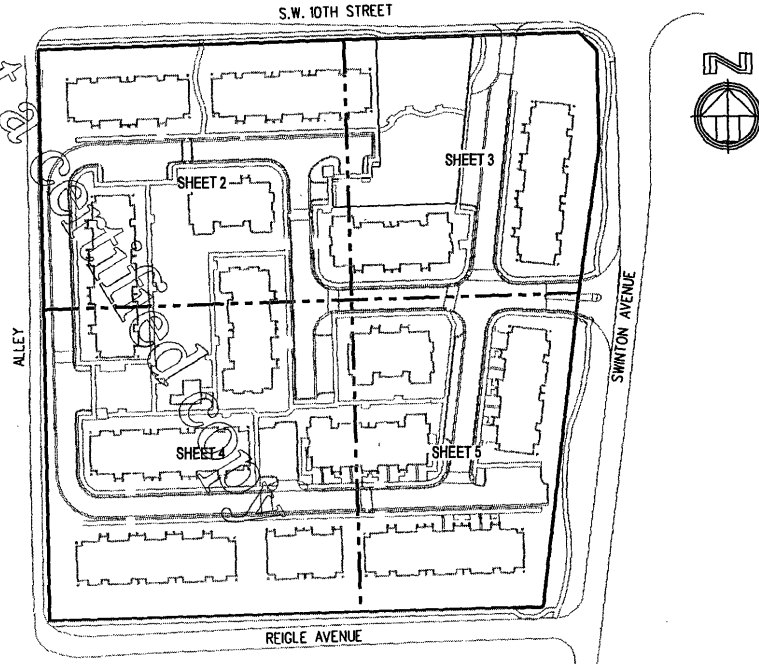
Exhibit 2

**PLOT PLANS, BUILDING PLANS AND UNIT FLOOR PLANS
WITH SURVEYOR'S CERTIFICATE**

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VILLAGE AT SWINTON SQUARE CONDOMINIUM
 BOUNDARY SURVEY AND PLOT PLAN

This is not a
 final drawing



KEY MAP

LEGEND

- CABLE JUNCTION BOX
- CATCH BASIN
- ⊙ CENTERLINE
- CLEAN-OUT
- E—E—E— ELECTRIC LINE, OVERHEAD
- ⋈ FIRE STAND RISER
- ⋈ FIRE HYDRANT
- +— FENCE, METAL
- ⊠ FLP TRANSFORMER PAD
- ♿ HANDICAP PARKING
- ⋈ IRON ROD & CAP
- ⋈ LIGHT POLE, METAL
- MANHOLE, SANITARY
- MANHOLE, STORM
- ⊙ PERMANENT REFERENCE MONUMENT
- ⋈ POWER POLE, WOOD
- ⋈ POWER POLE, WOOD W/ANCHOR
- ~ VALVE, WATER
- ~ VALVE, WATER BACK FLOW PREVENTER
- ~ VALVE, WATER DOUBLER DETECTOR CHECK
- +— WALL, 6' PRECAST CONCRETE
- WATER METER
- YARD DRAIN

ABBREVAIATIONS

- BLDG. • BUILDING
- D.E. • DRAINAGE EASEMENT
- I.E.U.D.S.B.W.E. • INGRESS, EGRESS, UTILITY, DRAINAGE, SEWER AND WATER EASEMENT
- L.E. • LANDSCAPE EASEMENT
- M.T.E. • MASS TRANSIT EASEMENT
- P.B. • PLAT BOOK
- P.B.C.R. • PALM BEACH COUNTY RECORDS
- PG. • PAGE(S)
- S.E. • SEWER EASEMENT
- S/W • SIDEWALK
- T.O.B. • TOP OF BANK
- U.E. • UTILITY EASEMENT
- W.E. • WATER EASEMENT

FINAL SURVEY - BLDGS 13 & 14	FILE	11-2-06	JM	DCW
REVISIONS	F.B./PG.	DATE	BY	CK'D
JOB NO.	050815	DWG BY:	JM	SCALE:
VILLAGE AT SWINTON SQUARE CONDOMINIUM		CK'D BY:	DCW	1" = 50'
		DATE:	12-27-05	BOUNDARY SURVEY & PLOT PLAN
				SHEET 1 OF 10 SHEETS

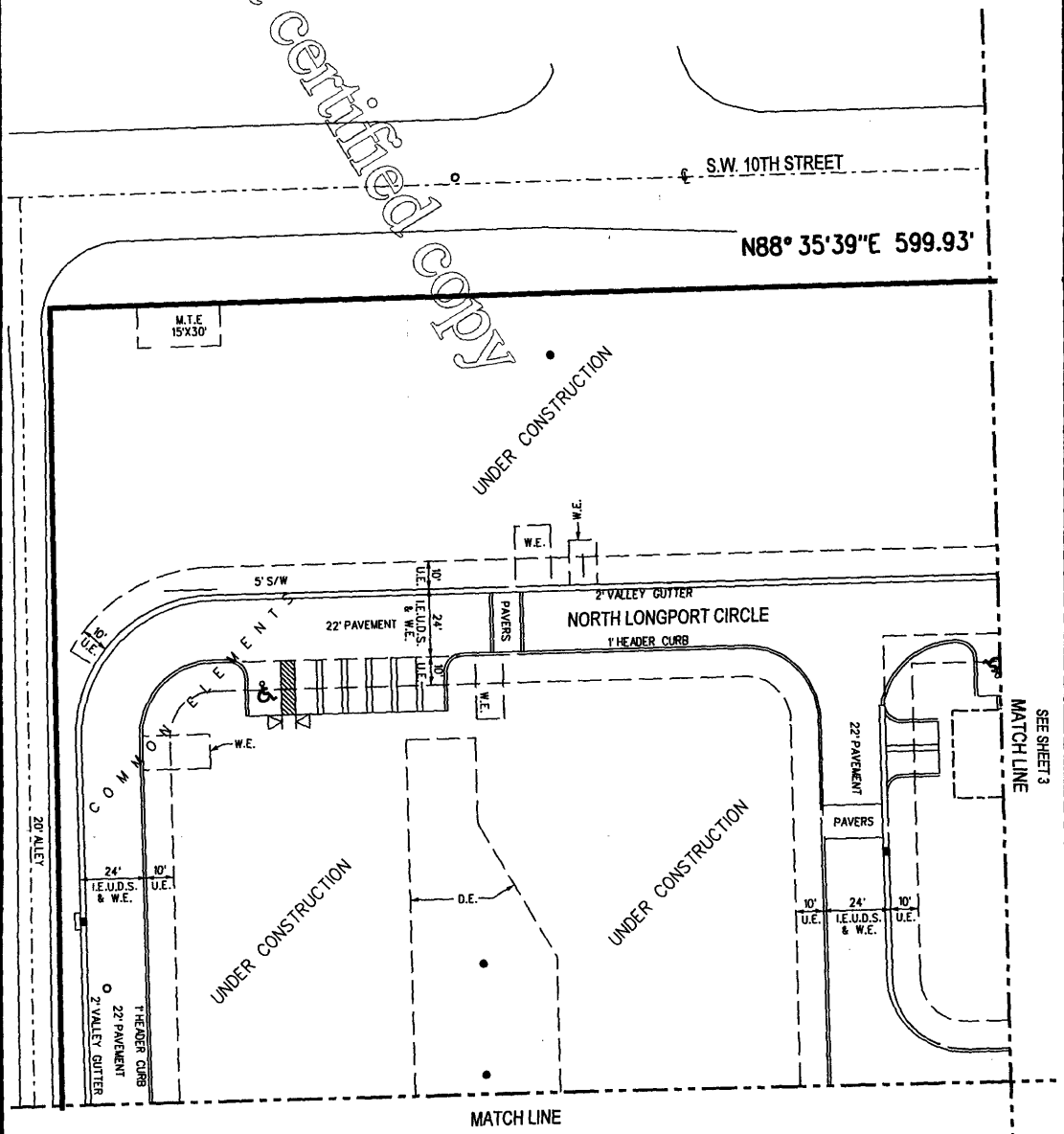
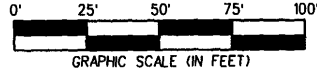
CARNAHAN · PROCTOR · CROSS, INC.
 6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063
 PHONE: 954-972-3959 FAX: 954-972-4178

file: p:\projects\050816\cadd\050816condo.dgn

VILLAGE AT SWINTON SQUARE CONDOMINIUM
 BOUNDARY SURVEY & PLOT PLAN

NOTES

1. ALL AREAS NOT SHOWN AS BEING A PART OF A UNIT OR THE LIMITED COMMON ELEMENTS (L.C.E.'S) ARE COMMON ELEMENTS.



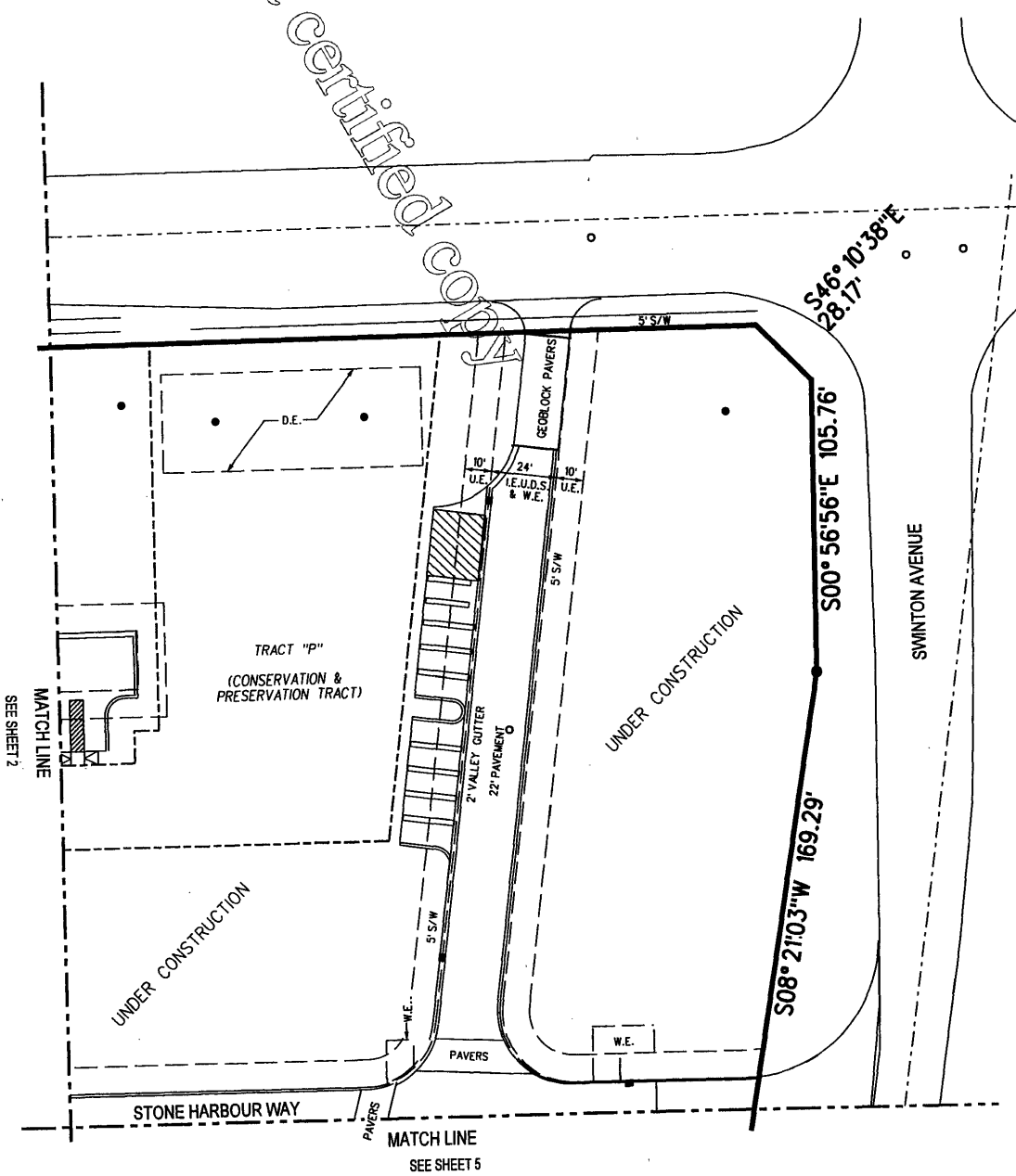
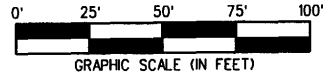
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VILLAGE AT SWINTON SQUARE CONDOMINIUM		CK'D BY: DCW	DATE: 12-27-05	SHEET 2 OF 10 SHEETS

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 PHONE: 954-972-3959 FAX: 954-972-4178

VILLAGE AT SWINTON SQUARE CONDOMINIUM
BOUNDARY SURVEY & PLOT PLAN

NOTES

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6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063
PHONE: 954-972-3959 FAX: 954-972-4178

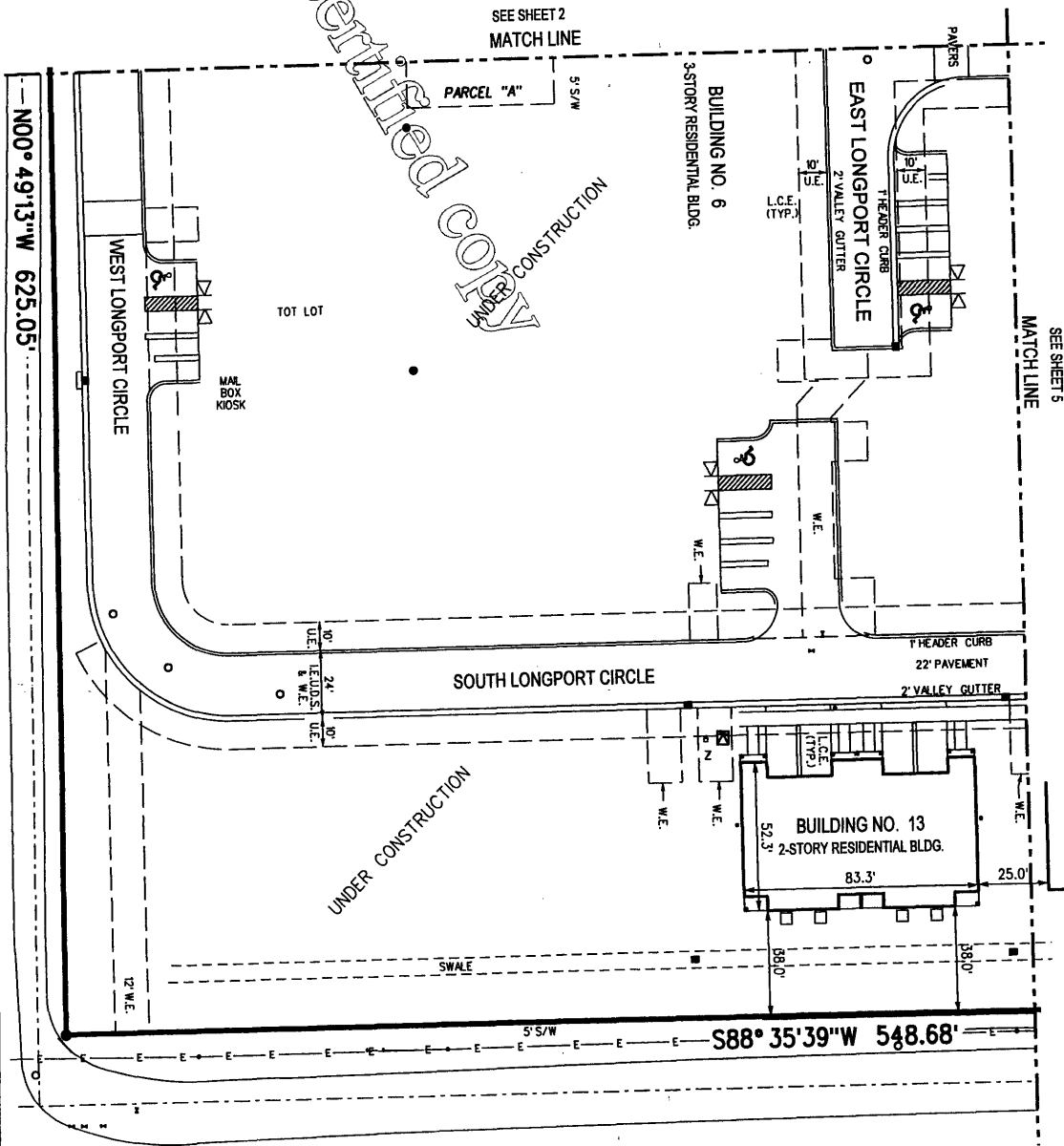
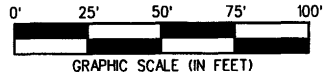
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VILLAGE AT SWINTON SQUARE CONDOMINIUM		CK'D BY: DCW	DATE: 12-27-05	SHEET 3 OF 10 SHEETS


VILLAGE AT SWINTON SQUARE CONDOMINIUM

BOUNDARY SURVEY & PLOT PLAN

NOTES

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SEE SHEET 1					 CARNAHAN · PROCTOR · CROSS, INC. 6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063 PHONE: 954-972-3959 FAX: 954-972-4178
REVISIONS	F.B./PG.	DATE	BY	CK'D	
JOB NO.	050815	DWG BY:	JM	SCALE:	1" = 50'
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				SHEET 4 OF 10 SHEETS	

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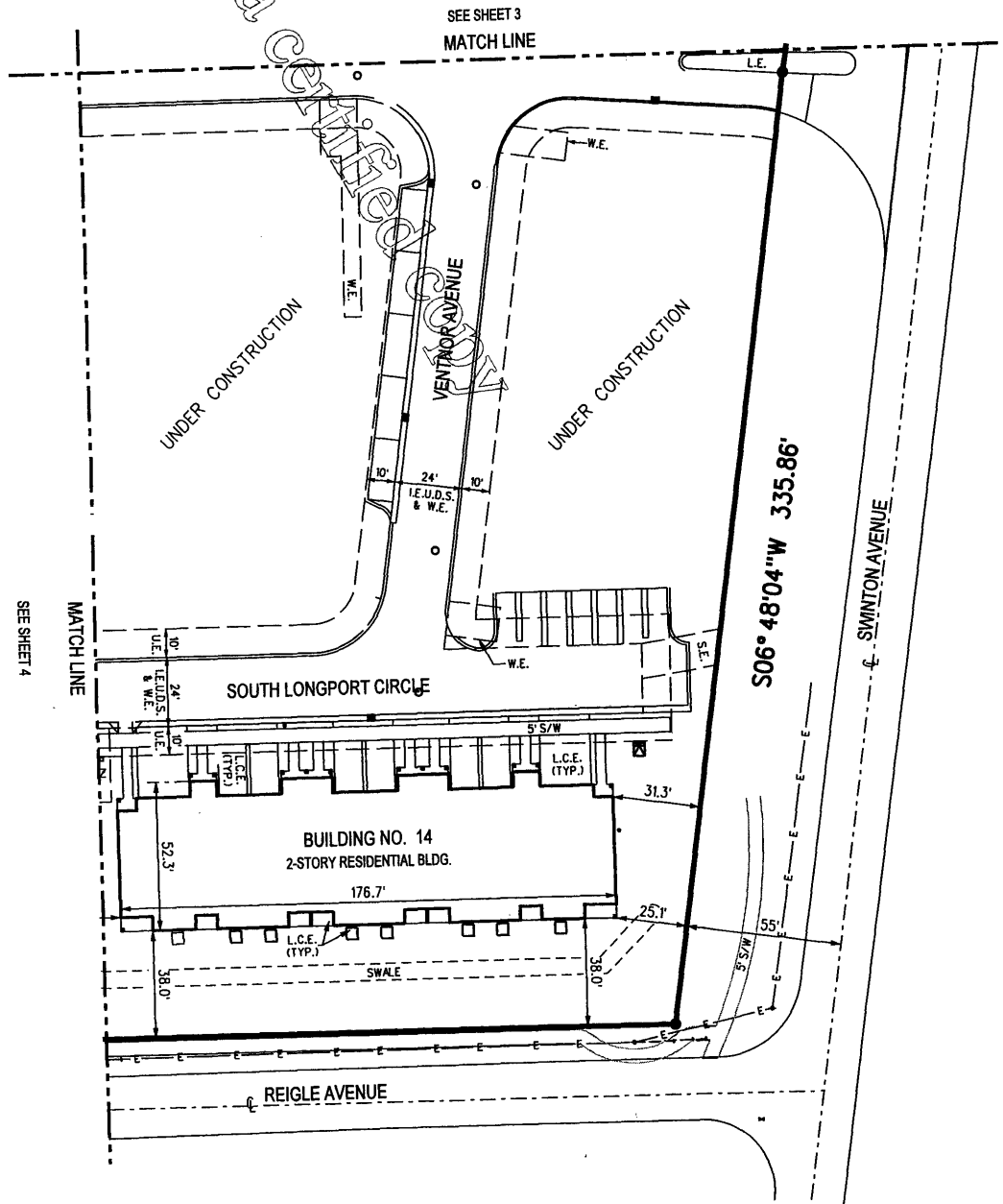
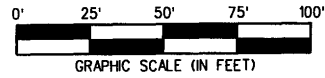
(Page 47 of 130)

VILLAGE AT SWINTON SQUARE CONDOMINIUM

BOUNDARY SURVEY & PLOT PLAN

NOTES

- ALL AREAS NOT SHOWN AS BEING A PART OF A UNIT OR THE LIMITED COMMON ELEMENTS (L.C.E.'S) ARE COMMON ELEMENTS.



SEE SHEET 1				
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REVISIONS	F.B./PG.	DATE	BY	CK'D
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JOB NO.	050815	DWG BY:	JM	SCALE:	1" = 50'	BOUNDARY SURVEY & PLOT PLAN
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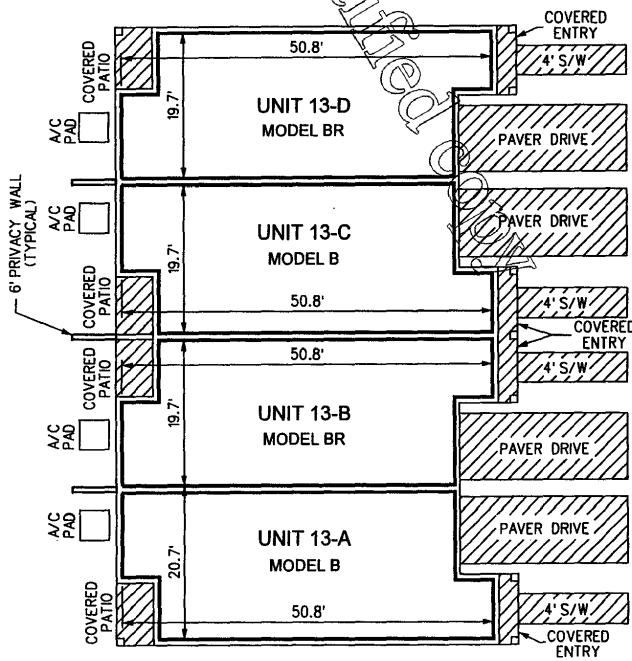
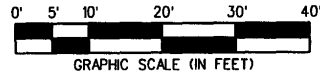
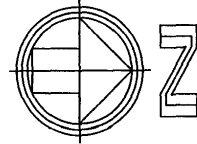


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 6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063
 PHONE: 954-972-3959 FAX: 954-972-4178

VILLAGE AT SWINTON SQUARE CONDOMINIUM

BUILDING 13
FIRST FLOOR PLAN

This is not a certified drawing



LEGEND

- LIMITED COMMON ELEMENT

NOTES

1. FOR COMPLETE DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE DECLARATION OF CONDOMINIUM.
2. ALL AREAS NOT SHOWN AS BEING A PART OF A UNIT OR THE LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
3. ALL DIMENSIONS ARE APPROXIMATE.

FINAL DOCUMENTS	FILE	11-2-06	JM	DCW	CARNAHAN · PROCTOR · CROSS, INC. 6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063 PHONE: 954-972-3959 FAX: 954-972-4178
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REVISIONS	F.B./PG.	DATE	BY	CK'D	
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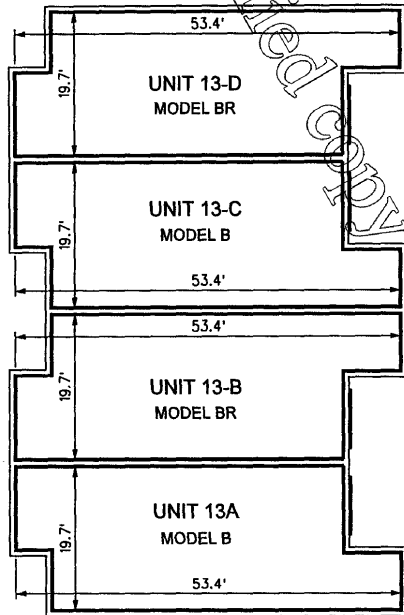
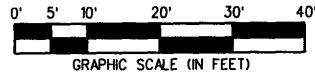
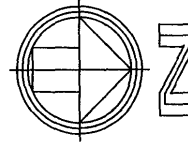
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(Page 49 of 130)


VILLAGE AT SWINTON SQUARE CONDOMINIUM

BUILDING 13
SECOND FLOOR PLAN

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LEGEND

 - LIMITED COMMON ELEMENT

NOTES

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FINAL DOCUMENTS	FILE	11-2-06	JM	DCW
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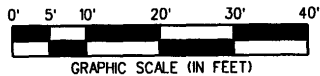
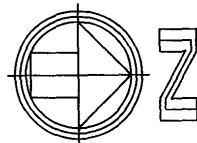
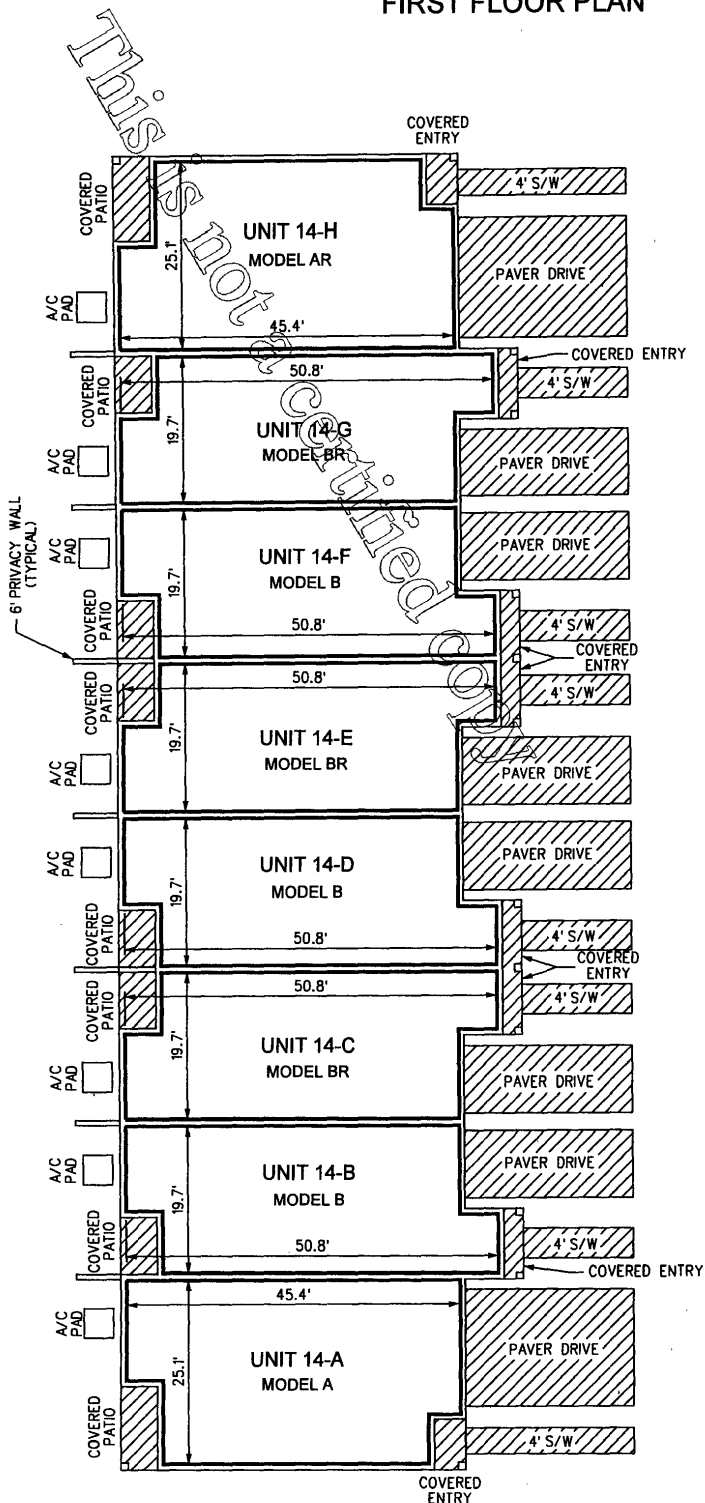


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6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063
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SCALE:	1" = 20'	BUILDING 13 - SECOND FLOOR PLAN
DATE:	12-27-05	SHEET 7 OF 10 SHEETS

VILLAGE AT SWINTON SQUARE CONDOMINIUM

BUILDING 14
FIRST FLOOR PLAN



LEGEND

- LIMITED COMMON ELEMENT

NOTES

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FINAL DOCUMENTS	FILE	11-2-06	JM	DCW
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REVISIONS	F.B./PG.	DATE	BY	CK'D
JOB NO. 050815	DWG BY:	JM	JM	
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CARNAHAN · PROCTOR · CROSS, INC.

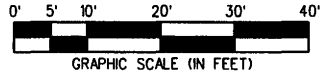
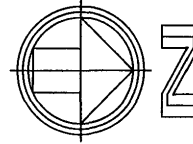
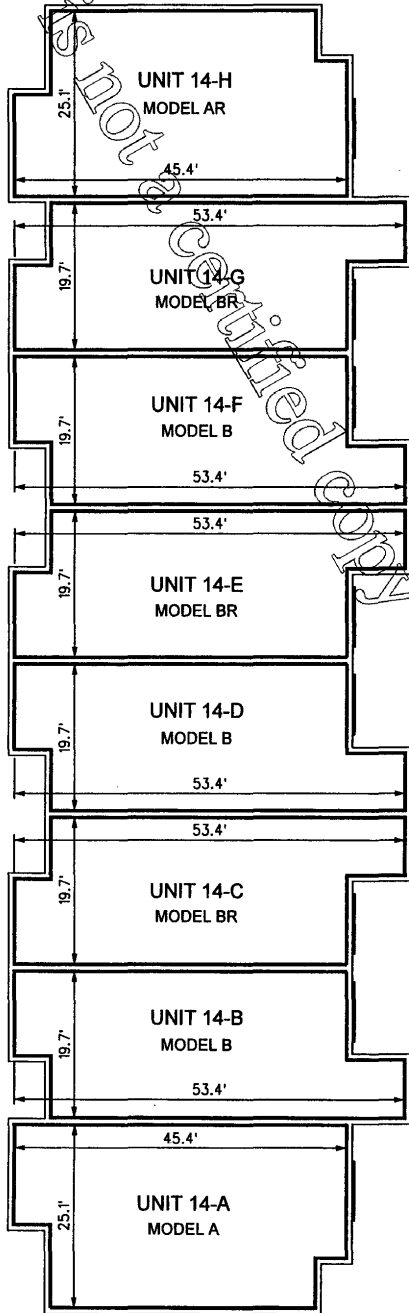
6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063
PHONE: 954-972-3959 FAX: 954-972-4178

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VILLAGE AT SWINTON SQUARE CONDOMINIUM	CK'D BY: DCW	DATE: 12-27-05	SHEET 8 OF 10 SHEETS

VILLAGE AT SWINTON SQUARE CONDOMINIUM

BUILDING 14
SECOND FLOOR PLAN

This is not a certified copy



LEGEND

- LIMITED COMMON ELEMENT

NOTES

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REVISIONS	F.B./PG.	DATE	BY	CK'D
JOB NO.	050815	DWG BY:	JM	SCALE:
VILLAGE AT SWINTON SQUARE CONDOMINIUM		CK'D BY:	DCW	DATE:



CARNAHAN · PROCTOR · CROSS, INC.
6101 WEST ATLANTIC BOULEVARD, MARGATE, FLORIDA 33063
PHONE: 954-972-3959 FAX: 954-972-4178

SCALE:	1" = 20'	BUILDING 14 - SECOND FLOOR PLAN
DATE:	12-27-05	SHEET 9 OF 10 SHEETS



CARNAHAN · PROCTOR · CROSS, INC

CERTIFICATE OF AUTHORIZATION NO. LB 2936
6101 WEST ATLANTIC BLVD., MARGATE, FL 33063
PHONE (954)972-3959 FAX (954)972-4178 WEBSITE: www.carnahan-proctor.com

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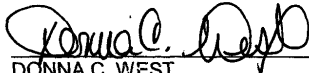
VILLAGE AT SWINTON SQUARE CONDOMINIUM

SURVEYOR'S CERTIFICATION

THE UNDERSIGNED, A SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN HEREON, SPECIFICALLY BEING **BUILDINGS 13 & 14 OF "VILLAGE AT SWINTON SQUARE CONDOMINIUM"** IS SUBSTANTIALLY COMPLETE, SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY RELATING TO MATTERS OF SURVEY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT, CAN BE DETERMINED FROM THESE MATERIALS. ADDITIONALLY, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED.

DATE OF LAST FIELD WORK: OCTOBER 30, 2006

CARNAHAN-PROCTOR-CROSS, INC.


DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS4290

Copy

SURVEYOR'S NOTES

1. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.
3. ALL EASEMENTS SHOWN HEREON ARE PER RECORD PLAT, UNLESS OTHERWISE INDICATED.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SAID TRACT "A" BEARING NORTH 00°49'31" WEST, ACCORDING TO SAID PLAT.
5. THESE PLANS ARE COMPILED FROM PLANS AND DATA FURNISHED BY LENNAR HOMES, INC.
6. FOR DESCRIPTION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND HORIZONTAL AND PERIMETRICAL UNIT BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
7. WITHIN EACH UNIT ALL STRUCTURAL SUPPORT COLUMNS, PIPES, CONDUITS AND OTHER UTILITY LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT ARE A PART OF THE COMMON ELEMENTS.
8. EACH PATIO, DRIVE AND ENTRY IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT ABUTS.
9. EACH AIR CONDITIONER UNIT IS PART OF THE UNIT WHICH IT SERVES.

Exhibit 3

ARTICLES OF INCORPORATION

This is not a certified copy

State of Florida



Department of State

I certify from the records of this office that VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 8, 2005.

The document number of this corporation is N05000012299.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 005A00071203-120905-N05000012299-1/1, noted below.

Authentication Code: 005A00071203-120905-N05000012299-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Ninth day of December, 2005



David H. Mann
 David H. Mann
 Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on December 8, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000281575. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000012299.

Authentication Code: 005A06071203-120905-N05000012299-1/1

This is not a certified copy

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Ninth day of December, 2005



David E. Mann
David E. Mann
Secretary of State

This is not a certified copy

ARTICLES OF INCORPORATION
OF
VILLAGE AT SWINTON SQUARE
CONDOMINIUM ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

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ARTICLES OF INCORPORATION
FOR

VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

- 1. Name. The name of the corporation shall be Village At Swinton Square Condominium Association, Inc (the "Association").
- 2. Principal Office. The principal office of the Association is 8190 State Road 84 Davie, Florida 33324.
- 3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is c/o Duane Morris LLP, 200 South Biscayne Boulevard, Suite 3400, Miami, Florida 33131. The name of the Registered Agent of the Association is:

JEFFREY R. MARGOLIS, P.A.

4. Definitions. A declaration entitled Declaration of Condominium for Village At Swinton Square Condominium (the "Declaration") will be recorded in the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a Condominium to be known as Village At Swinton Square Condominium (the "Condominium"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of the Condominium to be developed on property located in Palm Beach County, Florida, within the residential project known as Village at Swinton Square. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association.

6. Powers and Duties. The powers of the Association shall include and be governed by the following:

6.1. General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

6.2. Enumeration. Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws including, but not limited to, the following:

6.2.1. Assessments and Special Assessments. To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

6.2.2. Real and Personal Property. To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.

6.2.3. Insurance. To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article 12.

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6.2.4. Rules and Regulations. To make and amend reasonable rules and regulations (the "**Rules and Regulations**") for the maintenance, conservation and use of any Condominium Property and for the health, comfort, safety and welfare of the Unit Owners in the Condominium.

6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations.

6.2.6. Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

6.2.7. Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.

6.2.8. Surface Water Management System. The obligation to operate and maintain the Surface Water Management System within the Condominium (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SFWMD Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within the Condominium.

7. Unit Owners and Membership.

7.1. Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

7.2. Assignment. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

7.3. Voting. On all matters upon which the Unit Owners shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

7.4. Prior to Recordation of Declaration. Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Palm Beach County, Florida, the membership of the Association (the "**Membership**") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "**Board**") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

9.2. Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

9.4. Current Directors. The names and addresses of the members of the current Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Marlene Schrager	8190 State Road 84 Davie, Florida 33324
Alexandra Harala	8190 State Road 84 Davie, Florida 33324
Richard Vaness	8190 State Road 84 Davie, Florida 33324

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT:	Marlene Schrager 8190 State Road 84 Davie, Florida 33324
VICE PRESIDENT:	Alexandra Harala 8190 State Road 84 Davie, Florida 33324
SECRETARY:	Richard Vaness 8190 State Road 84 Davie, Florida 33324
TREASURER:	Richard Vaness 8190 State Road 84 Davie, Florida 33324

11. Incorporator. The name and address of the Incorporator is as follows:

Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Boulevard, Suite 3400
Miami, Florida 33131

12. Indemnification.

12.1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

12.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of

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liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.4. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals) actually and reasonably incurred by him in connection therewith.

12.5. Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

12.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

13. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the By-Laws.

14. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

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

14.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

14.3. Approval. An amendment shall be approved once it is approved:

14.3.1. by Unit Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

14.3.2. by Unit Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

14.3.3. prior to the date upon which Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

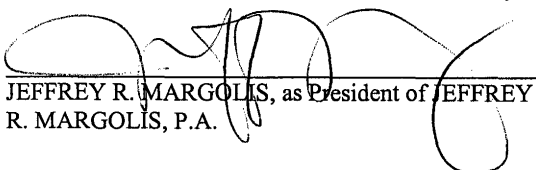
14.4. Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.5. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act, the Declaration, or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.

14.6. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Palm Beach County, Florida.

14.7. Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

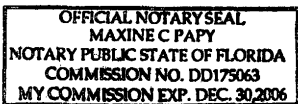
For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of the 7th day of DEC, 2005.

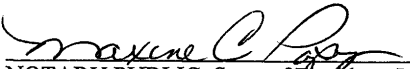

JEFFREY R. MARGOLIS, as President of JEFFREY R. MARGOLIS, P.A.

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of December, 2005 by JEFFREY R. MARGOLIS, as President of JEFFREY R. MARGOLIS, P.A., who is personally known to me, on behalf of the corporation.

My commission expires:




NOTARY PUBLIC, State of Florida at Large
Print name: MAXINE C. PAPP

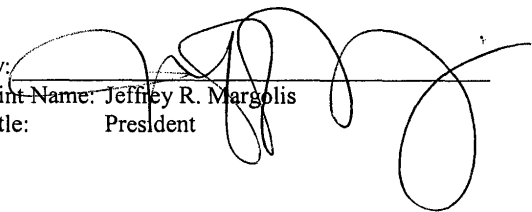
ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 7 day of DEC, 2005.

JEFFREY R. MARGOLIS, P.A.

By: _____
Print Name: Jeffrey R. Margolis
Title: President



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Exhibit 4

BY-LAWS WITH RULES AND REGULATIONS

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**BY-LAWS OF
VILLAGE AT SWINTON SQUARE CONDOMINIUM
ASSOCIATION, INC.**

Village at Swinton Square Condominium Association, Inc.
By-Laws

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**BY-LAWS
OF
VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC.**

1. **Identity.** These are the By-Laws of Village at Swinton Square Condominium Association, Inc. (the "**Association**"), a corporation not-for-profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Palm Beach County, Florida, and known as Village at Swinton Square Condominium (the "**Condominium**").

2. **Definitions.** All of the initially capitalized terms used herein shall have the meanings set forth in the Declaration of Condominium for Village at Swinton Square Condominium, unless defined otherwise herein. In addition, the following terms shall have the following meanings:

"**Act**" shall mean the Florida Condominium Act as it is amended from time to time; provided, however, the Act shall not be incorporated in these By-Laws or in any other document governing the Condominium except as specifically set forth herein

"**Articles**" shall mean the Articles of Incorporation for the Association, as the same may be amended from time to time.

"**Board**" shall mean the Board of Directors of the Association.

"**Committee**" shall mean any committee created by the Board.

"**Condominium Documents**" shall mean the Declaration, the Articles, these By-Laws, and the Rules and Regulations, as the same may be amended from time to time.

"**Division**" shall mean the Florida Division of Land Sales, Condominiums, and Mobile Homes.

"**Members Meeting**" shall mean any meeting of the Unit Owners held in accordance with these By-Laws and the Act.

"**Turnover Date**" shall have the meaning set forth in Section 4.2.1 hereof.

3. **Members.**

3.1 **Annual Members Meeting.**

3.1.1 **Date.** The Annual Members Meeting shall be held on the date, at the place, and at the time determined by the Board from time to time.

3.1.2 **Purpose and Notice.** The purpose of the Annual Members Meeting shall be stated in the notice of the meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) days prior to the Annual Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Annual Members Meeting, all as specifically provided in the Act.

3.1.3 **Agenda.** The Agenda for an Annual Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of ballots not yet cast (as the first order of business); appointment of a chairman of the Annual Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; appointment of inspectors of election; election of Director(s); reports of committees, unfinished business, new business, and adjournment.

3.2 **Special Members Meetings.**

3.2.1 **How Called.** A Special Members Meeting may be called by the President or by a majority of the Board of the Association, and must be called by the President or Secretary upon receipt of a written request from Unit Owners holding a majority of all the Voting Interests of the Association. Additionally, a Special Members Meeting may be called by Unit Owners holding ten percent (10%) of the Voting Interests of the Association to recall a

Director or Directors of the Board as permitted by the Act (currently Section 718.112(2)(j)) of the Florida Statutes.

3.2.2 Purpose and Notice. Special Members Meetings may be called for any purpose permitted by law. The business conducted at a Special Members Meeting shall be limited to that stated in the notice of the Special Members Meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) continuous days prior to the Special Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Special Members Meeting, as specifically provided in the Act.

3.2.3 Agenda. The Agenda for a Special Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of election ballots; appointment of a chairman of the Special Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; special items of business, and adjournment.

3.3 Waiver of Notice. Notice of a Members Meeting may be waived by a Unit Owner unless prohibited by the Act.

3.4 Affidavit or Certificate of Mailing. The Association shall include in the official records of the Association an affidavit or certificate of mailing conforming with the requirements of the Act, which are incorporated herein by reference (currently Section 718.112(2)(d)2 of the Florida Statutes).

3.5 Quorum. A quorum at a Members Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast thirty percent (30%) of the Voting Interests of the Unit Owners; provided, however, quorum requirements (or lack thereof) and requirements that a minimum number of ballots be cast for the election of Directors shall be as provided in the Act.

3.6 Voting by Members.

3.6.1 Majority Vote. The acts approved by Unit Owners holding a majority of the Voting Interests of the Association present in person or by proxy at a Members Meeting at which a quorum is present shall be binding upon all Unit Owners except where otherwise provided by law or in the Condominium Documents.

3.6.2 Voting Interests. Each Unit Owner shall be a member of the Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

3.6.2.1 Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.6.2.2 Trusts. In the event that any trust owns a Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. If the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Unit Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may exercise the Voting Interest associated with such Unit. In the event of a conflict between

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trustees, the Voting Interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Unit shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.6.2.3 Corporations. If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Unit. If the corporation fails to designate a person to vote, then the President or Vice-President may exercise the Voting Interest associated with such Unit. In the event of a conflict among the officers entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

3.6.2.4 Partnerships. If a Unit is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

3.6.2.5 Multiple Individuals. If a Unit is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Unit. In the event that there is a conflict among such individuals, the Voting Interest for such Unit cannot be exercised.

3.6.2.6 Voting Certificate. If a Unit is owned by more than one individual, a corporation, a partnership or a trust, the Board will require the use of a Voting Certificate identifying the member with authority to vote on behalf of each such Unit.

3.6.3 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.7 Proxies. Votes may be cast in person or by use of a limited proxy complying with the requirements of the Act. All of the provisions of the Act regarding general and limited proxies are incorporated into these By-Laws by reference (currently Section 718.112(2)(b)2 of the Florida Statutes). A proxy holder need not be a Unit Owner; provided, however, no person other than a designee of the Developer may hold more than five (5) proxies until after the Turnover Date.

3.8 Adjourned Members Meetings. If any proposed Members Meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the Members Meeting from time to time until a quorum is present, provided notice of the newly scheduled Members Meeting is given in the manner required for the giving of notice of a Members Meeting.

3.9 Action Without a Members Meeting. Prior to the Turnover Date and unless prohibited by law, any action required to be taken or which may be taken at any Members Meeting may be taken without a Members Meeting, without prior notice, and without a vote of the members if a consent in writing, setting forth the action so taken shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to

approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Unit Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board with a minimum of three (3) Directors. Notwithstanding the foregoing, the number of Directors may be increased and decreased to any odd number (so long as there are at least three (3) Directors) from time to time by the Developer prior to and including the Turnover Date, and after the Turnover Date upon the vote of Unit Owners holding a majority of the Voting Interests of the Association present in person or proxy at a Members Meeting at which a quorum is obtained. Any change in the number of Directors shall not become effective until the next Annual Members Meeting (e.g., prior to the mailing of any notice required for an election of Directors). Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners.

4.2 Developer's Right to Appoint. The Developer shall have the right to appoint all of the Directors comprising the Board until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

4.2.1 Turnover Date. Unit Owners other than the Developer are entitled and obligated to elect not less than a majority of the Directors comprising the Board no later than the earlier of (the "Turnover Date"): 2

4.2.1.1 three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners,

4.2.1.2 three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners, or

4.2.1.3 when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to Unit Owners and none of the others are being offered for sale by the Developer in the ordinary course of business, or

4.2.1.4 when some of the Units have been conveyed to Unit Owners and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4.2.1.5 seven (7) years after recordation of the Declaration, or

4.2.1.6 such earlier date the Developer elects to turn over control of the Association to Unit Owners other than the Developer, in Developer's sole discretion, by causing all of Developer's appointed Directors to resign.

4.2.2 Turnover Meeting. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect one or more Directors to the Board, or if the Developer has elected to accelerate such events aforesaid, the Association shall call and give not less than sixty (60) days' notice of an election in the manner provided in Section 718.112(2)(d) of the Florida Statutes. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. The election shall proceed as provided in Section 718.112(2)(d) of the Florida Statutes. At the time that Unit Owners other than the Developer elect a majority of the Directors comprising the Board (or not more than ninety (90) days after such election with respect to the audited financial records of the Association), the Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Association held by or controlled by the Developer, and all items required to be turned over by the Act.

4.3 Election of Directors. All of the provisions regarding the election of Directors in the Act and in the Florida Administrative Code are incorporated herein by reference. The Act contains detailed and specific provisions, which may be changed by the Florida legislature from time to time. In general, the Act requires the election of Directors shall be held on the same date as the Annual Members Meeting. The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions of this subsection, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board. The Act and the Florida Administrative Code contain detailed and specific provisions on the manner in which notices must be sent to Unit Owners and the manner in which the elections must actually be held.

4.4 Vacancies and Removal.

4.4.1 Vacancies Generally. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board occurring between Annual Members Meetings shall be filled by the remaining Directors even if less than a quorum (e.g., one Director remains), provided that only Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Developer.

4.4.2 Recall of a Director. Directors may be removed from office in the manner provided for the removal of Directors in the Act. As stated in Section 718.112(2)(j) of the Florida Statutes, as it may be renumbered from time to time, a Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A Special Members Meeting for recall may be called by Unit Owners holding ten percent (10%) of the Voting Interests in the Association. Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting Interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. Directors appointed by the Developer shall not be subject to recall or removal by the Unit Owners.

4.5 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Members Meeting when his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.6 Regular Board Meetings. Regular Board Meetings may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

4.7 Special Board Meetings. Special Board Meetings may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice Requirements for Board Meetings.

4.8.1 Generally. Notice of Board Meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Notice of Board Meetings shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance for the attention of the Unit Owners except in the event of an emergency. Upon notice given by mail or personally to each Unit Owner, the Board shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board meetings, both regular and special, shall be posted.

4.8.2 Agenda. All notices for Board Meetings must specifically incorporate an agenda. Any item not included on the notice may be taken up on an emergency basis by a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular Board Meeting. Notice of Board Meetings at which Assessments shall be considered shall contain a statement that Assessments will be considered and describe the nature of such Assessments.

4.8.3 Additional Notice Requirements for Assessments and Other Special Items. Notwithstanding the above, at any Board Meeting at which there will be proposed, discussed or approved (i) non-emergency Special Assessments, or (ii) amendments to Rules and Regulations regarding Unit use, additional notice must be mailed or hand delivered to each Unit Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the Board Meeting. Evidence of compliance with the fourteen (14) day notice requirement shall be in the form of an affidavit executed by the person providing notice, which shall be placed in the official records of the Association.

4.9 Waiver of Notice. Any Director may waive notice of a Board Meeting before or after the Board Meeting and that waiver shall be deemed equivalent to be due receipt by such Director of notice. Attendance by any Director at a Board Meeting shall constitute a waiver of notice of such Board Meeting, except when his attendance is for the express purpose of objecting at the beginning of the Board Meeting to the transaction of business because the Board Meeting is not lawfully called.

4.10 Quorum. A quorum at Board Meetings shall consist of a majority of the Board. The acts approved by a majority of those present at a Board Meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is specifically required by the Condominium Documents.

4.11 Adjourned Board Meetings. If at any proposed Board Meeting there is less than a quorum present, the majority of those present may adjourn the Board Meeting from time to time until a quorum is present, provided notice of such newly scheduled Board Meeting is given as required herein. At any newly scheduled Board Meeting, any business that might have been transacted at the Board Meeting as originally called may be transacted.

4.12 Joinder in Board Meeting by Approval of Minutes. The joinder of a Director in the action of a Board Meeting which such Director had attended by signing and concurring in the minutes of that Board Meeting shall constitute the approval of that Director of the business conducted at the Board Meeting.

4.13 Presiding Officer. The presiding officer at the Board Meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.14 Committees. The Board may create one or more Committees, appoint Board members and/or Unit Owners to such Committees, and invest in such Committees such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association or the Condominium. To the extent required by the Act, notice of Committee Meetings shall be given in the same manner as for Board Meetings.

4.15 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.16 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board meeting, except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Director's vote or abstention.

4.17 Unanimous Written Consent. A unanimous written consent setting forth any action to be taken by the Board and signed by all Directors shall be sufficient to constitute the consent and approval to such action by the Board. Nothing in this Section 4.17 shall allow any such action to be taken by the Board without a meeting of the Board to the extent a meeting of the Board is required to be held to take such action under the Act.

5. Minutes of Board and Members Meetings. The minutes of all Board Meetings and Members Meetings shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6. Unit Owners' Right to Participation at Members Meetings, Board Meetings, and Committee Meetings. All Members Meetings, Board Meetings, and Committee Meetings shall be open to Unit Owners. Unit Owners shall have a right to participate at all Members Meetings and Board Meetings as to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Unit Owners shall have the right to tape record or videotape Members Meetings and Board Meetings subject to the reasonable rules adopted by the Division.

7. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida and the Condominium Documents. Such powers and duties shall be exercised in accordance with the Condominium Documents and the Act, and shall include, without limitation, the right, power and authority to:

7.1 Operate and maintain all portions of the Condominium Property other than the Units.

7.2 Convey a portion of the Common Elements to a condemning authority, governmental entity, or a public utility for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7.3 Employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

7.4 Adopt and amend Rules and Regulations concerning the details of the operation and use of the Condominium Property.

7.5 Maintain bank accounts on behalf of the Association and designate the signatories required therefor. The duty to maintain accounting records shall be according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

7.6 Purchase (at a foreclosure sale or otherwise), lease, hold, mortgage, or otherwise acquire Units or other property in the name of the Association or its designee for the use and benefit of the Unit Owners or for use by a resident manager or concierge. Without limiting the foregoing, the Association, when authorized by a majority of the Voting Interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

7.7 Obtain and maintain adequate insurance to protect the Association and the Condominium Property.

7.8 Make repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

7.9 Enforce obligations of the Unit Owners.

7.10 Levy fines where appropriate against Units for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the Declaration, these By-Laws or any other reasonable rules of Association.

7.11 Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, and/or maintenance of the Condominium Property, and to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages

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and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board and a majority of the Voting Interests of the Unit Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests of the Unit Owners as may be specified in these By-Laws with respect to certain borrowing.

7.12 Contract for the management and maintenance of the Condominium Property and authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Special Assessments, preparation of records, enforcement of Rules and maintenance, repairs and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

7.13 At its discretion, authorize Unit Owners or other persons to use portions of the Common Elements for private parties, gatherings, and other purposes and impose reasonable charges for such private use.

7.14 Grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

7.15 Levy Assessments and Special Assessments against Unit Owners and perform all other fiscal obligations of the Association.

7.16 The irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

7.17 Charge a Use Fee against a Unit Owner for the exclusive or non-exclusive use of all or a portion of the Common Elements or Condominium Property or as otherwise provided by the Declaration.

8. Officers. Officers elected by the Directors appointed by the Developer need not be Unit Owners. All other officers must be Unit Owners. The Board shall elect the officers listed below. Prior to the Turnover Date, any person may hold two (2) or more offices except that the President shall not also serve as the Secretary of the Association at the same time. Prior to the Turnover Date, the Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to properly manage the affairs of the Association.

8.1 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

8.2 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.

8.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

8.4 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall perform all other duties

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incident to the office of the treasurer of an association and as may be required by the Directors or the President.

9. Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for any service or item to be supplied by such Director or officer; provided, however, management of the Condominium shall be through a company in the business of providing professional management services to associations. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. This provision may only be amended by Unit Owners holding a majority of the Voting Interests in the Association.

10. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

11. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

11.2 Adoption of Budget by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Condominium complying with Section 718.112(2)(f) of the Florida Statutes, which is incorporated herein by reference.

11.3 Notice of Budget Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the Board Meeting at which the budget will be considered, together with a notice of that Board Meeting indicating the time and place of such meeting.

11.4 Special Membership Meeting on Budget. If a budget is adopted by the Board which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments (as determined by the Act) for the preceding year, as hereinafter defined, upon written application of Unit Owners holding ten percent (10%) of the Voting Interests to the Board, a Special Members Meeting shall be held as provided in the Act (currently Section 718.112(2)(e) of the Florida Statutes, which is incorporated herein by reference).

11.5 Limitation on Developer Approved Budget Increases. As long as the Developer is in control of the Board, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior year's Assessment (as determined pursuant to the Act), without the approval of Unit Owners owning a majority of the Voting Interests (including the Voting Interests of the Developer).

11.6 Collection of Assessments. Assessments shall be collected monthly from the Unit Owners. Assessments may be accelerated as provided in the Declaration and as permitted by the Act. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended and increased at any time by the Board upon compliance with the notice and other requirements of the Act.

11.7 Depository. The depository of the Association shall be such bank or banks in County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

11.8 Reserve Funds. The provision of the Act respecting reserve funds are incorporated herein.

11.9 Acceleration of Assessment. If a Unit Owner shall be delinquent in the payment of an Assessment, the Board may accelerate the remaining installments of the Assessment as permitted by the Declaration and the Act.

11.10 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for those persons who control or disburse funds of the Association in the amount(s) required by the Act. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.11 Financial Reports. Within ninety (90) days (or as otherwise provided in the Act from time to time) following the end of the fiscal year, or annually on such date as is otherwise provided herein, the Board shall mail, or furnish by personal delivery, to each Unit Owner financial reports complying with the requirements of the Act.

12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all notice purposes until notified in writing of changes therein as provided above.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

14. Amendments. Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

14.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Unit Owners holding not less than one-third (1/3) of the Voting Interests of the Association.

14.3 Approval. An amendment shall be approved as follows:

14.3.1 by Unit Owners holding not less than a majority of the Voting Interests in the Association in person or by proxy at a Members Meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

14.3.2 by Unit Owners holding eighty percent (80%) of the Voting Interests of the Association in person or by proxy at a Members Meeting at which a quorum has been attained; or

14.3.3 prior to the date that Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

14.4 Developer's Consent. Notwithstanding Section 14.3, so long as Developer in offering Units in the Condominium for sale in the ordinary course of business, an amendment of these By-Laws which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer regarding the sale of Units by Developer shall not be effective without the written consent of Developer. Developer shall have the absolute right to consent or withhold consent to such an amendment for any reason whatsoever.

14.5 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.6 No Amendments Adverse to the Developer. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of the Developer. No Amendment shall be made that is in conflict with the Articles or Declaration.

14.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice President with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Palm Beach County.

14.8 Procedure. The Act contains certain procedural requirements for amendments to By-Laws, all of which are incorporated herein by reference.

15. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules and Regulations. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer. The initial Rules and Regulations adopted by the Board, together with these Bylaws, are attached hereto as Schedule A.

16. Mandatory Non-binding Arbitration. The provisions of the Section 718.1255 of the Act (as it may be renumbered or amended) respecting mandatory non-binding arbitration are incorporated into and made part of these By-Laws.

17. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

18. Transfer Fees. The Association may charge up to the maximum transfer fees permitted by the Act. The Association may require that a prospective lessee place a security deposit in the amount permitted by the Act into an escrow account with the Association, subject to the requirements of Act.

19. Construction and Conflicts. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. In the event that these By-Laws conflict with the Articles, the Articles shall control. In the event that the Articles and these By-Laws conflict with the Declaration shall conflict, the Declaration shall control. This provision may not be amended.

20. Written Inquiries from Unit Owners. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the Unit Owner, notify the Unit Owner that a legal opinion has been requested, or notify the Unit Owner that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the Unit Owner. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the Unit Owner. The failure to provide a substantive response to the Unit Owner as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

21. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws of the intent of any provision hereof.

This is not a certified copy

SCHEDULE A
RULES AND REGULATIONS FOR
VILLAGE AT SWINTON SQUARE CONDOMINIUM

**RULES AND REGULATIONS FOR
VILLAGE AT SWINTON SQUARE CONDOMINIUM**

The following Rules and Regulations govern Village at Swinton Square Condominium. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Condominium for Village at Swinton Square Condominium. These Rules and Regulations have been promulgated by the Board, and are subject to change from time to time.

1. The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.
2. The personal property of Unit Owners must be stored in their respective Units.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies, porches, patios and terraces, if any, or on any Common Elements except for designated trash areas, if any. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, porches, patios, terraces, if any, or other portions of the Condominium Property.
4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the patios, terraces or upon the Common Elements.
5. All refuse must be deposited in tied plastic bags in areas designated for such purposes by Developer.
6. Parking areas are solely for non-commercial vehicles with current passenger vehicle registrations.
7. No Unit Owner shall make or permit any disturbing noises in his Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice, lettering or descriptive design shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a Unit or in, on or upon any part of the Condominium Property, except signs used or approved by Association. No "FOR SALE" or "FOR RENT" or similar signs or notices of any kind shall be displayed or placed upon any part of a Unit by Unit Owners other than Developer and Association.
10. Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If a lock is altered or a new lock installed the Unit Owner shall provide Association with an additional key.
11. No barbecuing shall be permitted on the Condominium Property.
12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
13. Employees of Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees of Association.

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

15. The Board has the right to adopt hurricane shutter specifications from time to time.

16. Food and beverages may not be consumed outside of a Unit except on terraces, patios, balconies and entries which are Limited Common Elements appurtenant to the Unit.

17. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, porches, patios, terraces, if any, or windows of the Building; provided, however, an American flag and official flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Curtains and drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure, glass enclosure, roll-up shutters or the like, to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Board and the Master Association.

18. These Rules and Regulations shall not apply to the Developer, nor its agents or employees, and contractors, nor to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Institutional First Mortgagees, unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Exhibit 5

PERCENTAGE OWNERSHIP

Unit Type	Square Footage Per Unit Type	Total Units	Total Square Footage For All Units	Percentage Ownership Per Unit Type	Percentage Ownership Per Unit Owner
"A" or "Avalon"	1,814	16	29,024	17.7528%	1.1095%
"B" or "Brigantine"	1,674	64	107,136	65.5306%	1.0239%
"C-1" or "Cape May 1"	1,328	10	13,280	8.1228%	0.8123%
"C-2" or "Cape May 2"	1,405	10	14,050	8.5938%	0.8594%
Totals	6,221	100	163,490	100%	

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Exhibit 6
SFWMD PERMIT

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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENVIRONMENTAL RESOURCE
 STANDARD GENERAL PERMIT NO. 50-07146-P
 DATE ISSUED: October 17, 2005**

Form #0941
08/95

PERMITTEE: LENNAR HOMES INC
 1015 N STATE ROAD 7 STE C
 ROYAL PALM BEACH, FL 33411

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve an 8.5 acre residential development project known as The Village at Swinton Square (FKA: Banyan Village).

PROJECT LOCATION: PALM BEACH COUNTY, SEC 20 TWP 46S RGE 43E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 050610-10, dated June 10, 2005. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 5),
3. the attached 11 Special Conditions (See Pages : 5 - 5 of 5) and
4. the attached 2.7 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 17th day of October, 2005, in accordance with Section 120.60(3), Florida Statutes.

BY: _____

Anthony M. Waterhouse, P.E.
 Director - Surface Water Management
 Palm Beach Service Center

Certified mail number 7002 3150 0000 8126 7301

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and

(Page 86 of 130)

GENERAL CONDITIONS

maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of

Application No. 050610-10

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GENERAL CONDITIONS

ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

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Application No. 050610-10

Page 5 of 5

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on October 17, 2010.
2. Operation of the surface water management system shall be the responsibility of VILLAGE AT SWINTON SQUARE COMMUNITY ASSOCIATION, INC. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
6. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
7. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
8. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
9. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
10. Minimum building floor elevation: BASIN: Site - 21.00 feet NGVD.
11. Minimum road crown elevation: Basin: Site - 18.50 feet NGVD.

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EXHIBIT 7

Copy of Article 4.7 Family/Workforce Housing of the City's Land Development Code

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ARTICLE 4.7 FAMILY/WORKFORCE HOUSING [New Section Enacted by Ord. 66-04
12/6/04]

Section 4.7 Findings

(A) The City Commission has determined that there is a severe housing shortage in the City of Delray Beach that is affordable to the everyday working families and citizens of the City; and

(B) Florida Statutes § 166.04151 provides that a municipality may adopt and maintain any ordinance that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances not withstanding any other provision of law; and

(C) The City Commission recognizes that there is a growing gap between housing costs and wages in the City; and

(D) The City of Delray Beach has a legitimate public interest in preserving the character and quality of neighborhoods which requires assuring the availability of workforce housing for moderate and lower income persons in the City; and

(E) The City recognizes that the need to provide workforce housing is critical to maintaining a diversified and sustainable City having the character and sense of a community where people can live and work in the same area; and

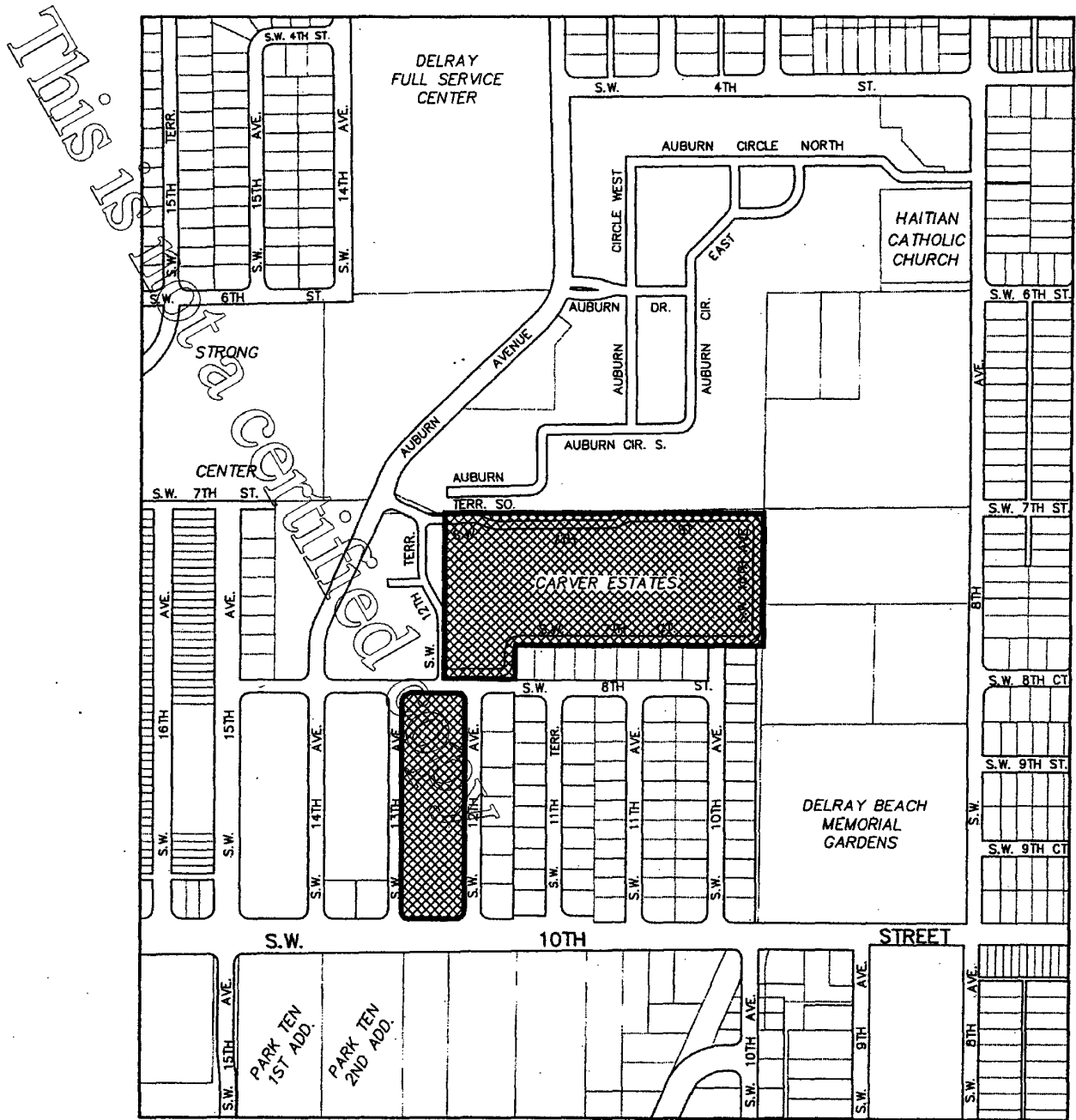
(F) The City is encouraging the production and availability of workforce housing and at the same time is cognizant that escalating land costs and rapidly diminishing amounts of land hinder the provision of sufficient workforce dwelling units by the private sector; and

(G) The City Commission has adopted the Southwest Area Neighborhood Redevelopment Plan and Comprehensive Plan changes recognizing the need to redevelop the Southwest Neighborhood in a manner that preserves the neighborhood and provides workforce housing.

Section 4.7.1 Definitions

- a. **Adjusted Median Income (A.M.I.)** - The Palm Beach County median income, based on a family of four, as published by Florida Housing Finance Agency.
- b. **Affordability Controls** - Restrictions placed on dwelling units by which the price of such units and/or the income of the purchaser or lessee will be restricted in order to ensure that the units remain affordable to very low, low, or moderate income households.

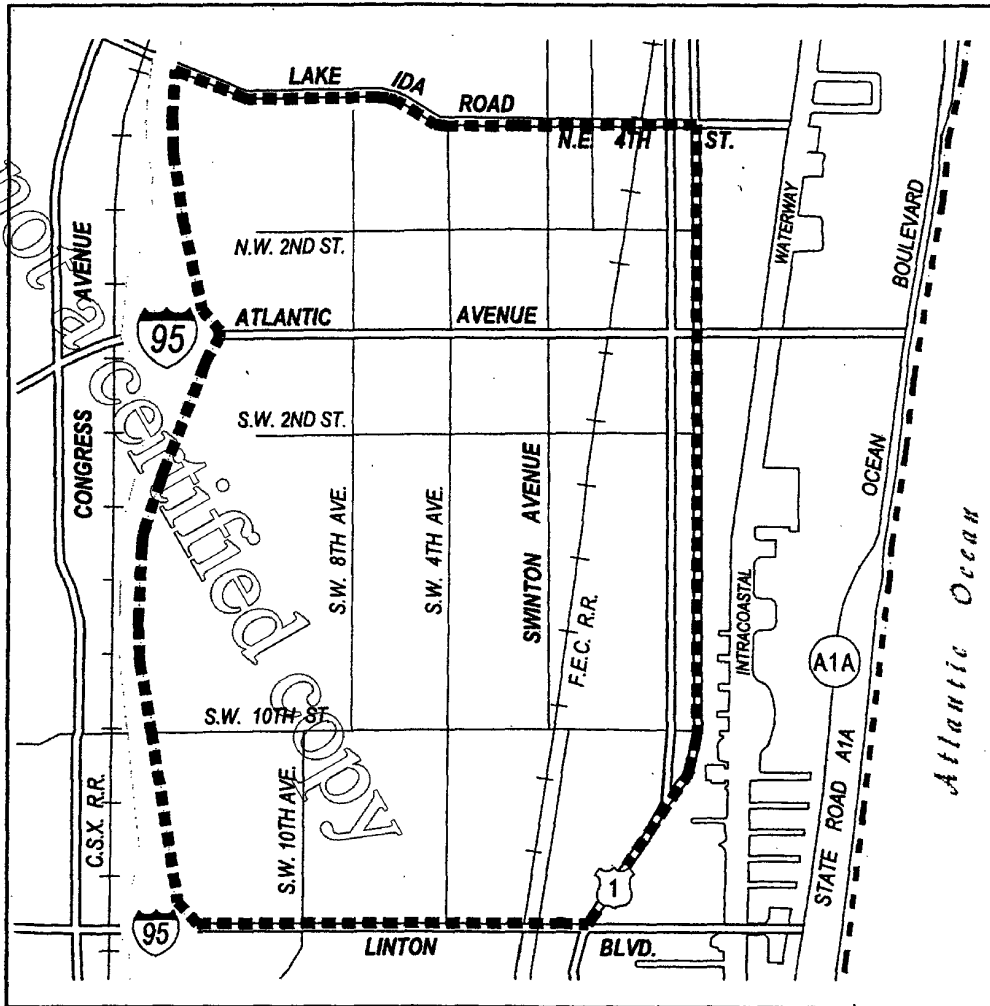
c. **Carver Estates Overlay District** - The area shown on the map below.



SECTION 4.7.1 d.

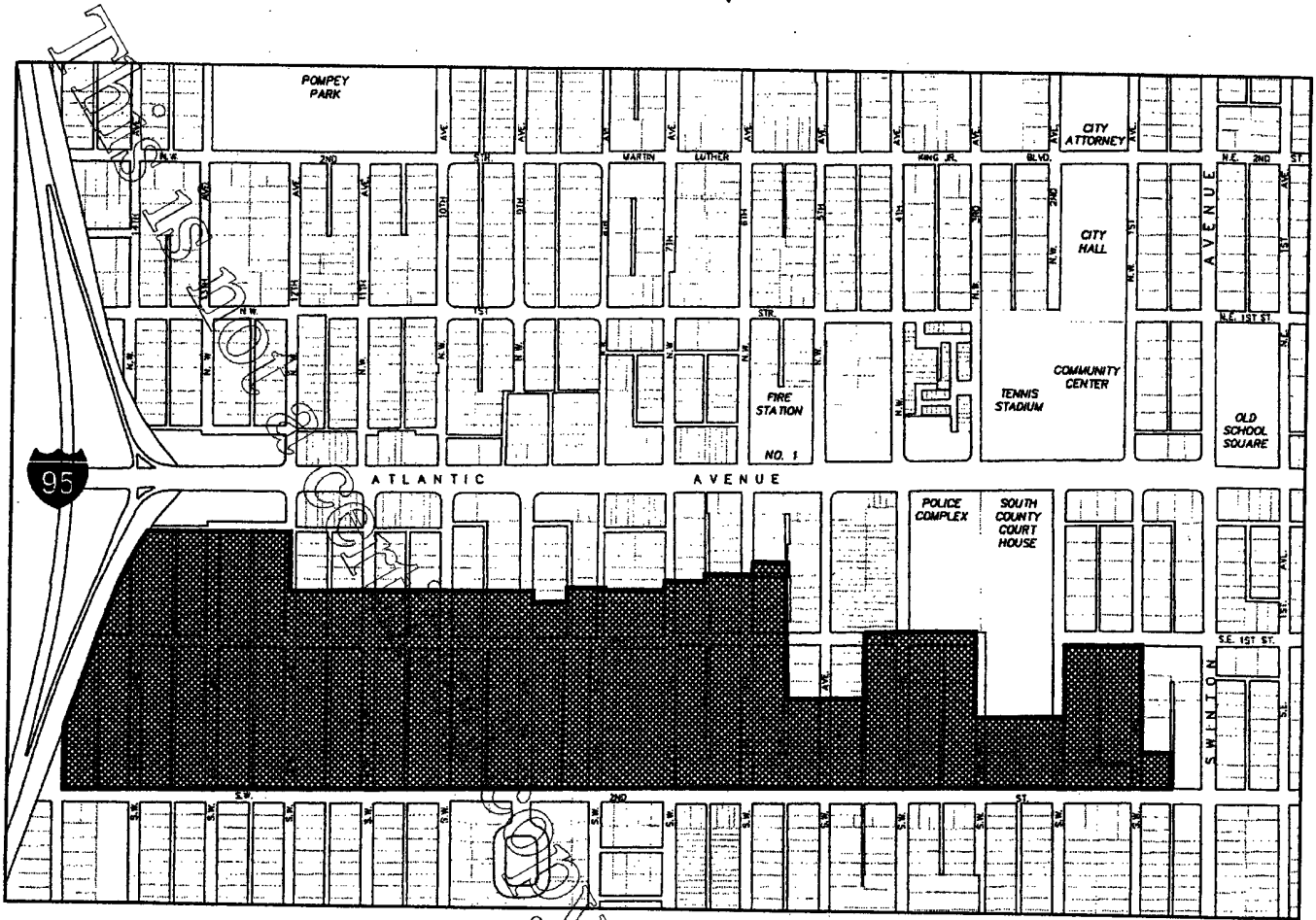
- d. City - The City of Delray Beach, Florida.
- e. Community Development Block Grant (CDBG) Target Area - The area shown in the map below.

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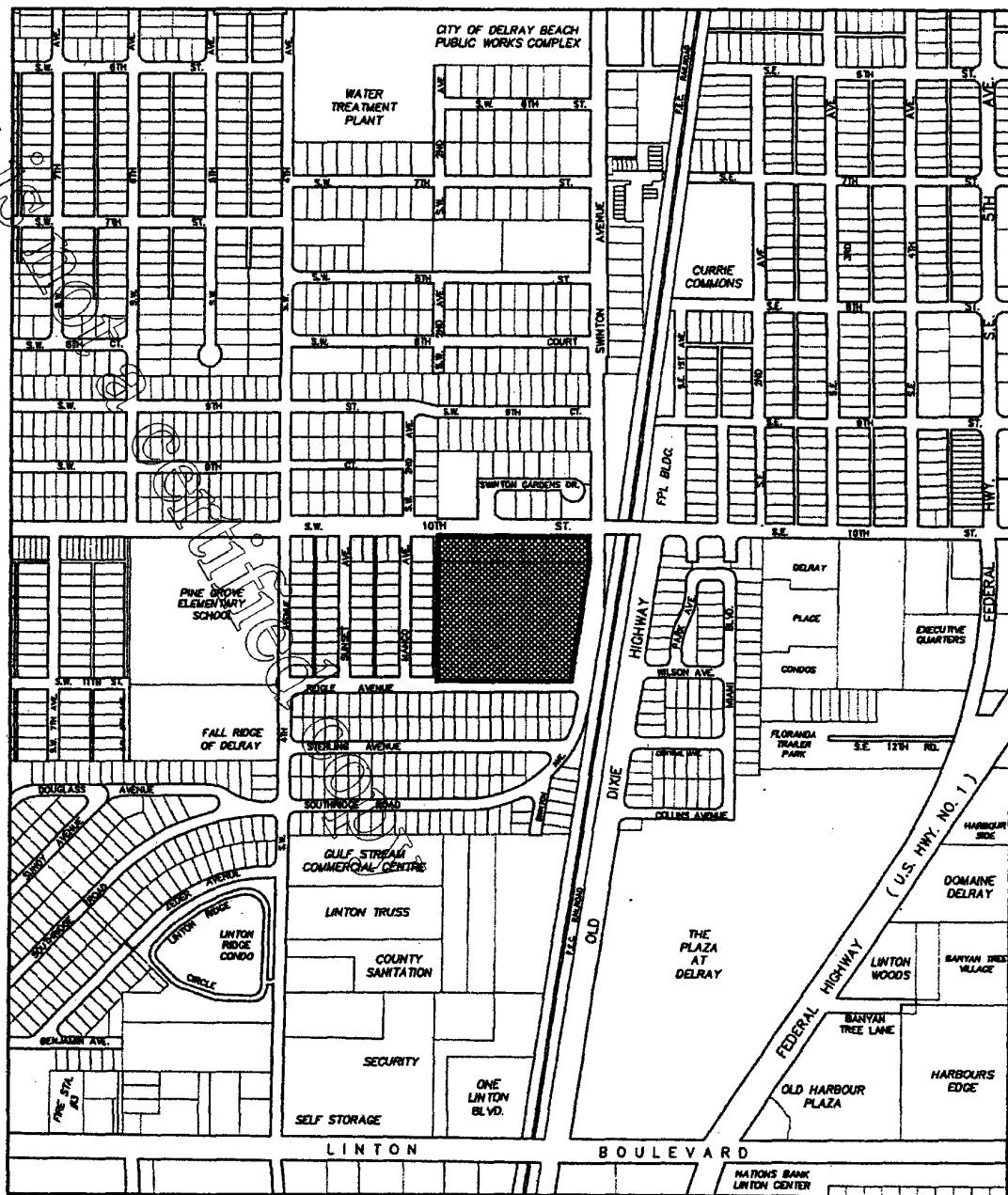
- f. **CRA** - The Delray Beach Community Redevelopment Agency.
- g. **Density Bonus Program** - The Density Bonus program is an incentive program intended to encourage developers to build affordable owner-occupied and rental housing within Delray Beach's Community Development Block Grant (CDBG) target area. The concept is that for every workforce housing unit that a developer builds, a calculated number of market rate units greater than would be allowed otherwise may be built.
- h. **Density Bonus Unit** - An additional dwelling unit added above the base number of units authorized once performance standards have been applied and the density has been computed under existing codes.
- i. **Development** - A housing development at one location including dwelling units for which approvals have been granted.
- j. **Eligible Occupant** - A person who qualifies for participation in the program. Priority will be given to persons who have lived or worked within the City limits of Delray Beach continually for one year immediately prior to the date of application for a workforce housing unit related to the Density Bonus Program and who qualify for participation in the program.
- k. **First Time Home Buyer** - A person who has not held ownership in a residence within the past three years.
- l. **Household** - A single person living alone, or two or more persons sharing residency, with a combined income available to cover household expenses.
- m. **Low Income Household** - A household with a gross, combined income between 61% and 80% of the Palm Beach County *Adjusted Median Income* (as defined by the Florida Housing Finance Authority).
- n. **Moderate Income Household** - A household with a gross, combined income between 81% and 120% of the Palm Beach County *Adjusted Median Income* (as defined by the Florida Housing).

- o. **Southwest Neighborhood Overlay District** - The area zoned RM between Interstate 95 and N.W. 1st Avenue, and Atlantic Avenue to S.W. 2nd Street as shown in the map below.



- p. **Southwest 10th Street Overlay District** - The area at the Southwest corner of Swinton Avenue and 10th Street as shown in the map below.

This is a



- q. **Very Low Income Household** - A household with a gross, combined income not exceeding 60% of the Palm Beach County *Adjusted Median Income* (as defined by the Florida Housing Finance Authority).
- r. **Workforce Housing Unit** - A dwelling unit for which the rent or mortgage payment (including principal, interest, taxes and Insurance P.I.T.I.) does not exceed 35% of the gross income of households that classify as very low, low, or moderate income households and meets the other requirements of the Family/Workforce Housing Program.

Section 4.7.2 Applicability

Except as otherwise provided in this ordinance, these regulations shall apply only to development applications consistent with the following conditions:

- a. Development must be located within the established Southwest Delray Beach Overlay District, the Southwest 10th Street Overlay District, or the Carver Estates Overlay District to qualify for participation in the *Density Bonus Program*.
- b. In order to qualify for a density bonus, a project must consist of at least five new or substantially rehabilitated dwelling units.
- c. The developer or responsible party must provide relocation assistance at a minimum of \$2,500.00 per household to very low and low income residents that are displaced as a result of the proposed project.
- d. In the Southwest 10th Street Overlay District and in the Carver Estates Overlay District, at least twenty percent of all residential units must be workforce housing units.

Section 4.7.3 Provision of Workforce Housing Units

Developers will be awarded density bonus units (additional market rate units), beyond the base number allowed per existing zoning ordinance after performance standards have been met, as an incentive to provide affordable housing unit, subject to the limits and requirements of this chapter.

- a. Developers may earn bonus units by building housing for very low, low or moderate income families within the designated boundaries of the Overlay Districts.

- b. All development shall meet the requirements for units as specified in this chapter and meet all required Land Development Regulations.
- c. Workforce units shall include those units in a development, which are regulated in terms of:
 - i. Sales price or rent levels; and
 - ii. Marketing and initial occupancy; and
 - iii. Continued requirements pertaining to resale or rent increases.

Section 4.7.4 Density Bonus Program for the Southwest Neighborhood Overlay District

Developers of property in the Southwest Neighborhood Overlay District that meet the minimum standards will earn bonus units for building workforce housing for very low, low and moderate income families.

- a. The size of the bonus varies based on several factors including:
 - i. Affordability (i.e., homes affordable to very low, low, or moderate income families)
 - ii. Home Size (i.e., workforce housing units with four or more bedrooms are awarded larger bonuses)
 - iii. Ownership versus Rental (i.e., larger bonuses are awarded for workforce housing units offered for sale to low and very-low income families and larger bonuses are awarded for ownership versus rental units.)
- b. To be eligible for bonus units, developers must meet one or more of the following criteria:
 - i. A designated number of the total units are restricted to very low income households, and/or
 - ii. A designated number of the total units are restricted to low income households, and/or
 - iii. A designated number of the units are restricted to moderate income households
- c. Workforce housing units may be located off-site provided the off-site location chosen is within the Delray Beach CDBG target area.

d. The bonus allowances are set forth in Table 1 below.

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TABLE 1 DENSITY BONUS ALLOCATIONS IN THE SOUTHWEST NEIGHBORHOOD OVERLAY DISTRICT	
OPTION SALE	BONUS PER WORKFORCE UNIT PROVIDED
VERY LOW 60%	4
LOW 80% - 61 %	3
MODERATE 120% -81 %	2
OPTION RENT	BONUS PER WORKFORCE UNIT PROVIDED
VERY LOW 60%	3
LOW 80% - 61 %	2
MODERATE 120% -81 %	1
LARGE HOME OPTION	
4+ bedroom workforce housing units	Additional 0.5 bonus will be added to the bonus provided above in this chart

- e. Instead of or in addition to providing workforce housing units, developers may also accrue bonus units by contributing to a housing trust fund that will be utilized to subsidize workforce housing in the CDBG target area. Developers may earn one bonus unit for each payment of a sum equal to \$60,000 payable to the Family/Workforce Housing Trust.
- f. Also, instead of or in addition to providing workforce housing units, developers shall earn bonus units by donating land (buildable lots) in the CDBG area of the City Delray Beach to be used for workforce housing. The appraised value of donated land will be valued in accordance with subsection e. above and may be prorated. The appraisal shall be obtained by developer at developer's cost.
- g. The maximum total density of a development shall not exceed 24 units per acre.

Section 4.7.5 Density Bonus Program for the Southwest 10th Street Overlay District and the Carver Estates Overlay District.

Developers of property in the Southwest 10th Street Overlay District and the Carver Estates Overlay District shall develop the properties to afford a minimum of twenty percent of the residential units as workforce housing units.

- a. The twenty percent that are developed as workforce housing units must contain units that are affordable to very low, low or moderate income families.
- b. In the Southwest 10th Street and Carver Estates Overlay Districts, the maximum density allowed is the maximum zoning density allowed in the zoning district. To obtain the maximum density allowed in the zoning district, not only must a minimum of twenty percent of the residential units be developed as workforce housing, but all the performance standards that allow increased density shall also be substantially met.
- c. Workforce housing units may be located off-site provided the location chosen is within the CDBG area of the City of Delray Beach.
- d. All sections of Chapter 4.7 apply to the Southwest 10th Street and Carver Estates Overlay Districts except for Sections 4.7.4 and 4.7.11.

Section 4.7.6 Rental Housing Units

- a. A covenant shall be recorded in the Public Records specifying the income level served, rent levels, reporting requirements and all restrictions applicable to the workforce housing units. All leases shall contain language incorporating covenants applicable to the workforce housing unit and reference recorded covenants.
- b. Units targeted to *very low income* households under the 60% affordability level of the Palm Beach County median income, adjusted for family size, shall not have rental rates that exceed 100% of the HUD determined fair market rent for the area.
- c. Units targeted to low income households at 61% to the 80% affordability level of the Palm Beach County median income, adjusted for family size shall not have rental rates that exceed 120% of the HUD determined fair market rent for the area.

- d. Units targeted to *moderate income* households at 81% to the 120% affordability level of the Palm Beach County median income, adjusted for family size, shall not exceed 140% of the HUD determined fair market value.
- e. No workforce house units shall be offered for rent to the general public until all requirements of this section are met.

Section 4.7.7 For Sale Housing Units

- a. All deeds shall include the restrictive covenants applicable to workforce housing units. All sales contracts shall state that the unit is part of a workforce housing program and subject to Section 4.7 of the Land Development Regulations of the City.
- b. All purchasers of workforce housing units shall be very low, low or moderate income households; provided, however, in exceptional circumstances when persons in households above the moderate income level are displaced due to redevelopment or catastrophic events, the persons so affected shall also be eligible for workforce housing. Under these circumstances, the Density Bonus Allocations under Section 4.7.4 shall be for moderate income households.
- c. Owners of workforce housing units shall be required to occupy the unit unless evidence is presented indicating that the owner is unable to continuously occupy the unit due to illness or incapacity.
- d. Closing costs and title insurance shall be paid pursuant to the custom and practice in Palm Beach County at the time of opening of escrow. No charges or fees shall be imposed by the seller on the purchaser of a workforce housing unit which are in addition to or more than charges imposed upon purchasers of market rate units, except for administrative fees charged by the City/CRA, or their designee.
- e. Sales prices for workforce housing units will be calculated on the basis of:
 - i. The sales price of a new structure for low and very low households may not exceed the maximum price established by the Community Improvement Department under the approved Local Housing Assistance Plan (LHAP).

SECTION 4.7.7 e. ii.

- ii. For moderate income households, the maximum price shall be established by the Community Improvement Department based on a formula that considers the prevailing mortgage interest rates, as approved by the City Commission by resolution.
- f. No workforce housing units shall be offered for sale to the general public until all requirements of this chapter are met.

Section 4.7.8 Resale and Subsequent Rentals of Affordable Units

To maintain the availability of workforce housing units which may be constructed pursuant to the requirements of this program, the following resale conditions shall be imposed on the workforce housing units and included in the deed or restrictive covenant and recorded in the Public Records of Palm Beach County:

- a. All workforce housing units shall remain affordable for a period of no less than thirty (30) years commencing from the date of initial occupancy of the unit.
- b. All workforce housing units must be rented or sold to eligible households. There shall be no provisions for releases from the sale or rental of workforce units to eligible households. Workforce housing units may be resold to non-eligible households only when the restriction expires.
- c. Deed restrictions or restrictive covenants and/or bylaws designed to ensure continued affordability shall be embodied in legally binding agreements which shall be approved by the City Attorney prior to recording.
- d. Workforce housing unit resales shall be limited to households of the same category relative to income.
- e. The sales price of workforce housing units may not exceed the upper limit of affordability for the income category to which the unit was originally assigned.
- f. Transfers of title under the following circumstances shall be allowed, and are not subject to the restrictions included in this program:
 - i. Transfers by inheritance to the purchaser-owner's spouse or offspring, or;
 - ii. Transfers of title to a spouse as part of a divorce dissolution proceeding, or;

- iii. Acquisition of title or interest therein in conjunction with marriage.
- g. No resales of workforce housing units shall be completed until the requirements of this chapter are met.

Section 4.7.9 General Provisions

- a. If not located offsite, all workforce housing units constructed or rehabilitated under this program shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space, as the market-rate units.
- b. Workforce housing units, if located within a market rate unit development or located offsite, shall be integrated with the rest of the development and shall be compatible in exterior design, appearance, construction, and quality of materials and contain comparable HVAC systems and appliances with market rate units and provide them as standard features.
- c. The developer shall endeavor to provide workforce housing units that include unit types in the same proportion as the market rate housing unit types. The following conditions must be met:
 - i. The proportion of 2 bedroom workforce units to total workforce units may not exceed the proportion of 2 bedroom market rate units to total market rate units.
 - ii. The proportion of 3 bedroom workforce units to total workforce units must meet or exceed the proportion of 3 bedroom market rate units to total market rate units, unless 4+ bedroom workforce units are provided.
 - iii. The proportion of 4+ bedroom workforce units to total workforce units must meet or exceed the proportion of 4+ bedroom market rate units to total market rate units.
 - iv. If the development contains a mix of different types of units, (e.g. condominium, townhouse, detached, etc), the proportion of workforce units of each type to total workforce units must be approximately the same as the proportion of market rate units of each type to total market rate units.

SECTION 4.7.9 (c) v.

- v. If the development includes both for sale and for rent units, the proportion of for rent workforce units to for sale workforce units must not exceed the proportion of for rent market rate units to for sale market rate units.
- vi. Notwithstanding Section 4.7.9 c. i., ii, iii, and iv. above, in the Southwest 10th Street Overlay District at least 75% of the workforce housing units shall be 3 bedroom units offered for initial sale in an amount not to exceed \$225,000.00 and 25% of the workforce housing units may be 2 bedroom units offered at the low income affordability rate.
- d. The construction schedule for workforce housing units shall be consistent with or precede the construction of market rate units.
- e. There shall be no lot premiums charged on the workforce housing units.
- f. All fractional bonus densities shall be rounded down.
- g. The City of Delray Beach, its successors and assigns may enforce the covenants. No amendments to the covenants shall be made unless by written instrument approved by the City.
- h. No one bedroom units shall be allowed under the family/workforce housing program.

Section 4.7.10 Review and Approval Process

- a. **Final Approval Conditions:** Final conditions of approval shall specify that the restricted units are priced and/or rented at workforce housing levels and shall state that those units shall be rented and/or sold to the eligible income group. The conditions will also specify the requirements for reporting to the City's Community Improvement Department on buyer eligibility, housing prices, as well as any applicable requirement to record a covenant or to enforce resale restrictions.

Section 4.7.11 Density Bonus Tables

- a. The Density Bonus Tables shown below apply to the Southwest Neighborhood Overlay District only and are provided to illustrate bonus densities under various parcel sizes, unit types and income eligibility; however, the density bonus allocations contained in Table 1 shall control densities in the Southwest Neighborhood Overlay District.

Workforce Housing Program Density Bonus Allocations
Owner Occupied - 2-3 Bedroom Units

Very-Low Income (4 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	5	1	4	10	10.0%
1	12	24	9	3	12	24	12.5%
1.5	18	36	14	4	16	34	11.8%
2	24	48	18	6	24	48	12.5%
2.5	30	60	23	7	28	58	12.1%
3	36	72	27	9	36	72	12.5%
3.5	42	84	32	10	40	82	12.2%
4	48	96	36	12	48	96	12.5%

Low Income (3 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	4	2	6	12	16.7%
1	12	24	8	4	12	24	16.7%
1.5	18	36	12	6	18	36	16.7%
2	24	48	16	8	24	48	16.7%
2.5	30	60	20	10	30	60	16.7%
3	36	72	24	12	36	72	16.7%
3.5	42	84	28	14	42	84	16.7%
4	48	96	32	16	48	96	16.7%

Moderate Income (2 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	3	3	6	12	25.0%
1	12	24	6	6	12	24	25.0%
1.5	18	36	9	9	18	36	25.0%
2	24	48	12	12	24	48	25.0%
2.5	30	60	15	15	30	60	25.0%
3	36	72	18	18	36	72	25.0%
3.5	42	84	21	21	42	84	25.0%
4	48	96	24	24	48	96	25.0%

SECTION 4.7.11 a.

Workforce Housing Program Density Bonus Allocations
Owner Occupied – 4+ Bedroom Units

Very-Low Income (4.5 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	5	1	4	10	10.0%
1	12	24	10	2	9	21	9.5%
1.5	18	36	14	4	18	36	11.1%
2	24	48	19	5	22	46	10.9%
2.5	30	60	24	6	27	57	10.5%
3	36	72	28	8	36	72	11.1%
3.5	42	84	33	9	40	82	11.0%
4	48	96	38	10	45	93	10.8%

Low Income (3.5 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	5	1	3	9	11.1%
1	12	24	9	3	10	22	13.6%
1.5	18	36	13	5	17	35	14.3%
2	24	48	17	7	24	48	14.6%
2.5	30	60	22	8	28	58	13.8%
3	36	72	26	10	35	71	14.1%
3.5	42	84	30	12	42	84	14.3%
4	48	96	35	13	45	93	14.0%

Moderate Income (2.5 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	4	2	5	11	18.2%
1	12	24	7	5	12	24	20.8%
1.5	18	36	11	7	17	35	20.0%
2	24	48	15	9	22	46	19.6%
2.5	30	60	18	12	30	60	20.0%
3	36	72	22	14	35	71	19.7%
3.5	42	84	25	17	42	84	20.2%
4	48	96	29	19	47	95	20.0%

Workforce Housing Program Density Bonus Allocations
Rental - 2-3 Bedroom Units

Very-Low Income (3 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	4	2	6	12	16.7%
1	12	24	8	4	12	24	16.7%
1.5	18	36	12	6	18	36	16.7%
2	24	48	16	8	24	48	16.7%
2.5	30	60	20	10	30	60	16.7%
3	36	72	24	12	36	72	16.7%
3.5	42	84	28	14	42	84	16.7%
4	48	96	32	16	48	96	16.7%

Low Income (2 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	3	3	6	12	25.0%
1	12	24	6	6	12	24	25.0%
1.5	18	36	9	9	18	36	25.0%
2	24	48	12	12	24	48	25.0%
2.5	30	60	15	15	30	60	25.0%
3	36	72	18	18	36	72	25.0%
3.5	42	84	21	21	42	84	25.0%
4	48	96	24	24	48	96	25.0%

Moderate Income (1 unit per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	0	6	6	12	25.0%
1	12	24	0	12	12	24	25.0%
1.5	18	36	0	18	18	36	25.0%
2	24	48	0	24	24	48	25.0%
2.5	30	60	0	30	30	60	25.0%
3	36	72	0	36	36	72	25.0%
3.5	42	84	0	42	42	84	25.0%
4	48	96	0	48	48	96	25.0%

Workforce Housing Program Density Bonus Allocations
Rental- 4+ Bedroom Units

Very-Low Income (3.5 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	5	1	3	9	11.1%
1	12	24	9	3	10	22	13.6%
1.5	18	36	13	5	17	35	14.3%
2	24	48	17	7	24	48	14.6%
2.5	30	60	22	8	28	58	13.8%
3	36	72	26	10	35	71	14.1%
3.5	42	84	30	12	42	84	14.3%
4	48	96	35	13	45	93	14.0%

Low Income (2.5 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	4	2	5	11	18.2%
1	12	24	7	5	12	24	20.8%
1.5	18	36	11	7	17	35	20.0%
2	24	48	15	9	22	46	19.6%
2.5	30	60	18	12	30	60	20.0%
3	36	72	22	14	35	71	19.7%
3.5	42	84	25	17	42	84	20.2%
4	48	96	29	19	47	95	20.0%

Moderate Income (1.5 units per 1 affordable bonus)							
Parcel Size (acres)	Maximum Units at Base Density	Maximum Units with Bonus	Market Rate Units	Affordable Units	Bonus Units	Total Units	% Affordable
0.5	6	12	2	4	6	12	33.3%
1	12	24	4	8	12	24	33.3%
1.5	18	36	6	12	18	36	33.3%
2	24	48	8	16	24	48	33.3%
2.5	30	60	10	20	30	60	33.3%
3	36	72	11	25	37	73	34.2%
3.5	42	84	14	28	42	84	33.3%
4	48	96	16	32	48	96	33.3%

EXHIBIT 8

Copy of the Restrictive Covenant Agreement

This is not a certified copy

Prepared by and Return to:

Susan A. Ruby, Esq.
City Attorney
200 N.W. 1st Avenue
Delray Beach, Florida 33444

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (this "**Agreement**"), made this _____ day of _____, 2006 (the "**Effective Date**"), by and between Lennar Homes, Inc., a Florida corporation ("**Lennar**"), whose address is 8190 State Road 84, Davie, Florida 33324, and the City of Delray Beach ("**City**"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida, 33444, and joined in by Village at Swinton Square Condominium Association, Inc., a Florida not-for-profit corporation ("**Association**") whose address is c/o Lennar Homes, Inc., 8190 State Road 84, Davie, Florida 33324.

WITNESSETH:

WHEREAS, Lennar is the developer of a condominium known as Village at Swinton Square Condominium (the "**Condominium**"), which lies in the City of Delray Beach, County of Palm Beach, and the State of Florida; and

WHEREAS, the Condominium encompasses the property described on Exhibit "**A**" attached hereto (the "**Property**"); and

WHEREAS, Lennar, in order to comply with the City's Workforce Housing Ordinances, is required to build twenty (20) percent of the total units in the Condominium as Restricted Units (as such term is defined below) that are affordable to very low, low, or moderate income families (as such terms are defined in the Workforce Housing Ordinances of the City); and,

WHEREAS, this Agreement, among other things, is intended to and shall constitute a restrictive covenant as to the sale and purchase of the units to be built and constructed within the Property more particularly described in Exhibit "**B**" and made a part hereof (each such unit shall be referred to as a "**Restricted Unit**" and collectively shall be referred to as the "**Restricted Units**"); and,

WHEREAS, in order to carry out certain principles, policies and objectives of the Comprehensive Plan and the Workforce Housing Ordinances of the City, as set forth in Article 4.7 of the Land Development Regulations of the City (the "**LDR**"), Lennar and the City desire to make the provisions of this Agreement encumber the Restricted Units as set forth in Exhibit B.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including but not limited to the mutual promises set forth herein, Lennar and the City hereby agree as follows:

1. **Recitals.** The recitations set forth above are true and correct and incorporated in this Agreement as if fully set forth herein.

2. **Transfer of Restricted Units.** "**Transfer**" or "**Transfers**" are defined as sales, resales, rentals, subleases or any other transaction which transmits occupancy to another. To maintain the availability of Restricted Units within the City the following conditions shall be imposed on the Transfer of any Restricted Unit other than those Transfers pursuant to Section 2(c) below.

a. The Restricted Units shall be available only to Eligible Occupants as defined by LDR Article 4.7.1(i). All Transfers require written submission to the City of a notification and affidavit in substantially the same form as **Exhibit "C"** attached hereto setting forth the Transfer price and the total income of the family that will occupy the Restricted Unit. Unless the City receives the notice and affidavit, the Transfer may not proceed as scheduled.

b. The Transfer price of the Restricted Units may not exceed the upper limit of the income category (as more fully described below) to which the Restricted Unit was originally assigned.

c. Transfers under the following circumstances shall be allowed and are not subject to the restrictions included in this Agreement.

- i. Transfers by inheritance to the purchase-owner's spouse or offspring, or;
- ii. Transfers of title to a spouse as part of a divorce dissolution proceeding, or;
- iii. Acquisition of title or interest therein in conjunction with marriage.

d. Closing costs and title insurance, if applicable, shall be paid pursuant to the custom and practice in Palm Beach County at the time of closing on a Restricted Unit. No charges or fees shall be imposed by the seller or the purchaser of a Restricted Unit which are in addition to or more than charges imposed upon purchasers of other units in the Condominium.

e. Restricted Units shall only be transferred to Eligible Occupants as defined by LDR Article 4.7.1(i) and only as a primary residence. The price of the Restricted Unit being transferred is subject to Article 4.7 of the LDR and may

not exceed the purchase price of the Restricted Unit, except by the percentage that the AMI has increased from the time of the previous sale of such Restricted Unit, pursuant to Section 4.7.9(k) of the City of Delray Beach Workforce Housing Ordinance.

f. The restrictions imposed by this Agreement on each Restricted Unit shall remain in effect for 30 years commencing from the date of initial conveyance of each respective Restricted Unit and shall apply to any replacement structure or structures constructed if a structure containing a Restricted Unit is demolished or destroyed.

g. Nothing requires an Eligible Occupant to sell a Restricted Unit, as defined by LDR Article 4.7.1(i), if the Eligible Occupant's income later exceeds A.M.I., as such term is defined in LDR Article 4.7.1(a) or the Eligible Occupant later accepts employment outside of the City. There is no requirement that an Eligible Occupant be a resident of the City or work in the City at any time.

h. All terms of the City's Workforce Housing Ordinance, as may be modified from time to time, are hereby incorporated as if fully set forth herein.

i. Rentals of Restricted Units shall not be permitted until one (1) year after the original sale of the Restricted Unit from Lennar to a third party purchaser.

3. Covenants and Restrictions as to Price

a. Each Restricted Unit shall remain affordable for either low, very low, or moderate income households as defined in the Workforce Housing Ordinances of the City for a period of no less than thirty (30) years commencing from the date of initial conveyance of each Restricted Unit.

b. As long as Lennar is the owner of the Restricted Units, the Restricted Units shall be sold for no greater than a base purchase price of \$225,000.00 (the "**Primary Purchase Price**"). Nothing herein shall prevent a purchaser from entering into an agreement with Lennar to add such furnishings, fixtures and fittings as Lennar and such purchaser may agree to in writing (the "**Upgrades Contract**"), so long as the upgrades do not cause the total purchase price of the Restricted Units to rise above the Primary Purchase Price. The customary furnishings ("**Standard Items**") attached as **Exhibit "D"** are to be part of the Primary Purchase Price. Anything herein to the contrary notwithstanding, the Restricted Units shall be built to the standards as set forth in the Approved Plans (as hereinafter defined) without exception or extra charge. All Standard Items or a comparable replacement shall be included in any resale or lease of the Restricted Units.

c. The covenants and restrictions as to price may be enforced by the Association, the Community Land Trust, Affordable Housing Trust or the

City (hereinafter referred to as "**Enforcing Party**") by virtue of the recording of this Agreement and the monetary responsibilities and obligations that may arise hereunder shall, at the time they are determined, be a lien upon the Restricted Unit and a filing of such determination may be placed in the public records as evidence of the lien thereon. Such rights and remedies are cumulative and may be exercised independently or concurrently as further set forth herein. The Enforcing Party, in addition to any and all other remedies, may cause a forced transfer of a Restricted Unit transferred in violation of this Agreement.

d. The Enforcing Party, their successors and assigns may enforce the covenants separately or in conjunction with each other. No amendments to this Agreement shall be made unless by written instrument approved by the City.

e. All deeds transferring Restricted Units shall reference the recording information of this Agreement. All sales contracts for a Restricted Unit shall state that the Restricted Unit is part of a workforce housing program and subject to LDR Article 4.7.

f. Restricted Units shall be integrated with the rest of the Condominium and shall be compatible with market rate units in exterior design, appearance, construction, and quality of materials. Restricted Units shall contain comparable HVAC systems and appliances as market rate units and Lennar shall provide such HVAC systems and appliances as part of the Standard Items.

g. Lennar shall provide Restricted Units that include unit types in the same proportion as the market rate housing unit types.

h. The construction schedule for Restricted Units shall be consistent with or precede the construction of market rate units.

i. There shall be no lot premiums charged on the Restricted Units.

j. All leases of Restricted Units shall contain language incorporating covenants applicable to such Restricted Unit and reference recorded documents encumbering the Restricted Unit, including but not limited to this Agreement.

4. **Approved Site Plan.** Lennar agrees that the Property shall be developed, constructed and improved in accordance with the plans, specifications, elevations and landscape plans as described in a Site Plan Review Board Application for the Condominium on file with the City, as amended, changed, modified and approved by the City (the "**Approved Plans**"). The Approved Plans also contain elements as to the interior fit, finish and fixtures of the Restricted Units which shall be built in conformity therewith. Lennar shall not change or modify in any manner the Approved Plans without following and

completing the procedures set forth by the City for changing or modifying site plans, as such procedures may be established from time to time by the City. Lennar promises and agrees to build, construct and complete; (i) any and all buildings or improvements on the Property in accordance with the Approved Plans; and (ii) the interiors and other improvements of the Restricted Unit to the ~~fit~~ finish and with fixtures set forth in the Approved Plans. The granting of a Certificate of Occupancy for a Restricted Unit shall be evidence that Lennar has fully complied with the above obligations; provided, however, the City must receive notice and the affidavit referred to in Paragraph 2(a) prior to the transfer of a Restricted Unit.

5 **Covenant Running With the Land.** The obligations created by this Agreement shall run with the Restricted Units and shall be binding upon the party granting, making or assuming such obligations, and such party's transferees, lessees, grantees, heirs, personal representatives, successors, assigns and mortgagees, and shall inure to the benefit of the other party hereto and its transferees, lessees, grantees, heirs, personal representatives, successors, assigns and mortgagees. Any lessee, assignee, mortgagee, grantee, transferee, heir, personal representative, or successor as to any part of, or all of, the Restricted Units which are the subject of this Agreement shall automatically be deemed, by acceptance of the estate or title of such part, parcel or all thereof, to have assumed all obligations hereof relating thereto. Such assumption shall be automatic without the necessity to do any other act or thing.

6. **Reservation of Rights.** This Agreement shall in no way affect any rights which may have accrued to any party hereto under all applicable law and each party hereto retains and reserves any and all of such rights.

7. **No Permit.** This Agreement is not and shall not be construed as a permit, development order or authorization to commence development, nor shall it relieve Lennar of the obligations to obtain necessary development approvals that are required under applicable law, governmental regulations, and under and pursuant to the terms of this Agreement.

8. **Consistency.** The City has adopted and implemented the Comprehensive Plan. The City hereby finds, declares, acknowledges and agrees that the provisions of this Agreement dealing with the Restricted Units are consistent with the City's adopted Comprehensive Plan and land development regulations.

9. **Waiver.**

a. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by both the party against whom it is asserted and the City, and any such written waiver shall only be applicable to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver.

b. The failure of any party hereto at any time or from time to time to require performance of any of another party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

10. **Pursuit of Rights and Remedies.**

a. For default, violation or breach of any of the provisions of this Agreement (collectively sometimes referred to as a "**Violation**"), the Enforcing Party, either together or on their own, shall have the right to bring suit, either at law or in equity, in a Court of competent jurisdiction, to compel compliance with the terms hereof, the terms of the City's Workforce Housing Ordinances or to prevent a Violation against: (i) the Restricted Unit by foreclosure or otherwise; (ii) the owner of a Restricted Unit; (iii) a third party purchaser of a Restricted Unit; or (iv) a landlord or tenant of a Restricted Unit.

b. In connection with any action to enforce the terms and covenants of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and paraprofessional fees and costs, at the trial and appellate levels, from the other non-prevailing parties; provided however, if the City brings the suit or is sued, no prevailing party attorneys' fees or paraprofessional fees shall be permitted.

c. This Agreement is entered into in the State of Florida and shall be governed by the laws of the State of Florida. In the event of litigation concerning this Agreement, the parties agree and consent to the County of Palm Beach as the appropriate venue of such litigation.

d. It is recognized that the terms, provisions and conditions of this Agreement are special, unique, and of extraordinary character, and that in the event of a Violation or an attempted Violation of the terms, conditions and provisions of this Agreement, the Enforcing Party shall be entitled to institute and prosecute proceedings, either in law or in equity, for foreclosure, specific performance and/or injunction, temporary or permanent or to file, record or enforce a lien as against such Restricted Unit. In addition, the Enforcing Party shall have the right to obtain any and all such other relief for money damages or injuries and may exercise all such other rights or remedies as may be available to it in law, in equity, or in this Agreement or otherwise. All of the remedies available to the Enforcing Party shall be cumulative and non-exclusive, and the Enforcing Party shall have the right to exercise such remedies at one time or successively without an election. There shall be no requirement to elect remedies and no requirement to sue or institute an action against all parties, namely the owner of a Restricted Unit or third party purchaser of a Restricted Unit. To the

extent allowed by law, the Enforcing Party shall be entitled to a waiver by a court of competent jurisdiction of any bond or cash collateral that may otherwise be required in pursuit of specific performance and/or injunction. A suit for foreclosure may be prosecuted pursuant to any lien obtained against the applicable Restricted Unit pursuant to the appropriate judicial action as allowed by the State of Florida.

11. **Notices.** All notices and demands herein required shall be in writing and shall be deemed properly given if sent by overnight, registered or certified mail, return receipt requested, to the addresses below:

a. As to Lennar:

Lennar Homes, Inc.
Scott Woodrey
Division President
8190 State Road 84
Davie, Florida 33324

b. As to the City:

David Harden, City Manager
100 N.W. 1st Avenue
Delray Beach, Florida 33444

and;

Lula Butler, Community Improvement Director
100 N.W. 1st Avenue
Delray Beach, Florida 33444

c. As to Village at Swinton Square Condominium Association, Inc.:

Attention: President
8190 State Road 84
Davie, Florida 33324

Any party may change the address to which notices to it are to be sent by giving written notice to the others. Every notice and demand shall be deemed to have been given, made or communicated, as the case may be, at the time that the same shall have been deposited by overnight mail, registered or certified mail, properly addressed as aforesaid, postage prepaid, in the United States mail.

12. **Valid and Binding Agreement.** The parties represent and warrant to the other that the execution and delivery of this Agreement has been

duly and validly authorized by all necessary actions, and that when executed and delivered, this Agreement shall constitute a legal and binding obligation of such party.

13. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or impair any other part of this Agreement. In the event that any provision of this Agreement or the application thereof is to any extent finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement, and the application of such, other than those provisions as to which are held invalid and unenforceable, shall not be affected thereby.

14. **Miscellaneous.**

(a) Where necessary or appropriate to the meaning of this Agreement the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine and neuter, the neuter to include the masculine and the feminine and the feminine to include the masculine and neuter.

(b) Each party hereto acknowledges that all parties hereto have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more forcefully against one party than the other.

(c) The captions used in connection with the articles, sections or paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

(d) This Agreement shall be recorded at the expense of Lennar. In the event that there exists any prior mortgage, lien or encumbrance as to the Restricted Units, then the holder of same shall execute and record, at Lennar's expense, a Subordination Agreement recognizing this Agreement and subordinating completely and fully to the restrictions, covenants, terms, conditions and provisions of this Agreement.

(e) This Agreement, together with all Exhibits hereto, contains all of the promises, agreements, conditions, inducements and understandings between the parties on this subject matter and there are no promises, agreements conditions, understandings or inducements, oral or written, express or implied, between them other than as expressly set forth

herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto.

(f) Time is of the essence as to the performance of each party in connection with this Agreement.

15. **Assurances.** During the Term of this Agreement, the parties shall take such action or execute any further instruments or documents as are necessary or desirable to vest or confirm any right or remedy herein granted or required so long as such actions, instruments or documents are consistent herewith and further that such actions, instruments or documents do not enlarge their respective responsibilities or obligations hereunder.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed these presents and affixed their seals hereto as of the day and year first above written.

CITY OF DELRAY BEACH, FLORIDA

Attest:

By: _____
Mayor

City Clerk

Approved as to form and
Legal sufficiency:

By: _____
City Attorney

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____ as _____ of the Mayor of the City of Delray Beach, Florida, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public - State of Florida

WITNESSES:

LENNAR HOMES, INC.

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

{SEAL}

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____ as _____ of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public - State of Florida

JOINDER

WITNESSES:

VILLAGE AT SWINTON SQUARE
CONDOMINIUM ASSOCIATION, INC.

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____ as _____ of VILLAGE AT SWINTON SQUARE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

EXHIBIT "A"

Legal Description of the Property

TRACTS "A" AND "P", "VILLAGE AT SWINTON SQUARE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, AT PAGES 23 THROUGH 30 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SAID LANDS SITUATE IN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 8.466 ACRES, MORE OR LESS

EXHIBIT "B"

Restricted Units

Unit 401, Building 4 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 406, Building 4 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 601, Building 6 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 608, Building 6 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 701, Building 7 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 708, Building 7 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 801, Building 8 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 806, Building 8 of the Village at Swinton Square according to the Declaration of Condominium for Village at Swinton Square recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 1001, Building 10 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 1008, Building 10 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 402, Building 4 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 405, Building 4 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 602, Building 6 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 607, Building 6 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 702, Building 7 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 707, Building 7 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 802, Building 8 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 805, Building 8 of the Village at Swinton Square according to the Declaration of Condominium for Village at Swinton Square recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 1002, Building 10 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

Unit 1007, Building 10 of the Village at Swinton Square Condominium according to the Declaration of Condominium for Village at Swinton Square Condominium recorded in Official Records Book _____, Page _____ in the Public Records of Palm Beach County, Florida

THIS IS a certified copy

EXHIBIT "C"

Workforce Housing Affidavit/Notice

This is not a certified copy

WORKFORCE HOUSING AFFIDAVIT/NOTICE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally came and appeared, _____, well known to me to be the person(s) described and who, being by me first duly sworn, deposes and says:

1. I/we intend to purchase/rent a workforce housing unit numbered _____ and legally described as: _____

_____.

2. As prospective purchaser(s)/tenant(s), I/we understand that I/we must meet the income requirements for either, very low, low, or moderate incomes as defined in Article 4.7 of the City of Delray Beach, Florida, Land Development Regulations, (available for copying and inspection at the Office of Planning and Zoning, 100 N.W. 1st Avenue, Delray Beach, Florida 33444 or obtainable on-line at www.mydelraybeach.com), as approved originally by the City and which income limitation category shall be the same as the original category for the unit. I/we hereby state we meet the income requirements for the unit described above.

3. I/we agree to provide all information in the prescribed time period set forth by the City of Delray Beach or the Community Land Trust, if applicable, as may be needed for the City of Delray Beach or the Community Land Trust, if applicable, to confirm eligibility for the unit. **Failure to provide the information in the time frame prescribed shall result in the denial of the application to purchase/rent the unit.**

4. I/we agree to abide by all applicable laws, ordinances, and restrictive covenants that apply to the unit being purchased.

5. I/we agree that the this affidavit, when received by the City, shall be considered notice to the City of Delray Beach or the Community Land Trust of purchasers/tenants intent to purchase or rent a workforce unit pursuant to Article 4.7 of the City of Delray Beach Land Development Regulations.

6. The Affidavit/Notice shall be sent to the attention of the Director of Community Improvement at 100 N.W. 1st Avenue, Delray Beach, Florida 33444.

DATED this _____ day of _____, 200__.

Purchaser(s) or Tenant(s): (circle one)

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

Sworn to and subscribed before me this _____ day of _____, 200__. Affiant(s) is/are personally known to me or has/have produced _____ as identification.

Signature of Notary Public
State of Florida

Approved by the Director of Community Improvement

Date _____

EXHIBIT "D"

Standard Items Located in Restricted Units

Exterior Features:

- Elegant "Mediterranean" architecture, featuring authentic details and stacked-stone accents
- Monier "S"-style concrete tile roof
- Professionally landscaped and fully-sodded community
- Brick paver driveway and walkway
- Brick paver rear patio (per plan)
- Raised panel garage door
- Steel reinforced concrete foundation
- Weatherproof GFI electrical outlets
- Professionally selected exterior color scheme
- Windows with white aluminum frames and screens
- Soil treatment under slab
- Impact-resistant windows and sliding glass doors (no need for shutters)
- Covered entries
- Easy-care stucco soffits
- Raised panel entry door
- Designer Kwikset antique nickel entry door hardware with deadbolt lock
- Gracious exterior coach lights
- Hose bib

Interior Features:

- Alarm system
- 16"x16" ceramic tile in foyer, living room, dining room, kitchen and laundry area (per plan)
- Gracious foyer with interior access to garage
- Upgraded Mohawk carpeting in a choice of colors
- Upgraded Padding
- Knockdown texture on walls and all ceilings including kitchen
- Smooth texture on kitchen walls, bathroom walls and bathroom ceilings
- Ceiling fans in living room, all bedrooms
- Conveniently located laundry area with ceramic tile floor
- General Electric full-sized washer & dryer
- Vinyl clad shelf over washer & dryer
- Acoustic sub-flooring at second floor (and third floor – Cape May II)
- High-efficiency central air conditioning and heating system
- Programmable thermostat
- Colonial-style door trim and baseboards

- Raised panel interior doors
- Kwikset antique nickel lever door handle sets
- Mirrored bedroom closet doors at Owner's Bedroom
- White, raised panel closet doors in secondary bedrooms
- Energy efficient R-30 ceiling insulation
- Rocker type light switches
- Decorator lighting fixtures (per plan)
- Front door chime
- Pre-wired for cable TV in living room, all bedrooms
- Pre-wired for telephone in kitchen, all bedrooms
- Pre-wired for automatic garage door opener
- Marble windowsills throughout
- Smoke detectors (per code)
- Quick recovery 50 gallon water heater
- Convenient linen closet (per plan)
- Vinyl clad ventilated closet shelving

Kitchen Features:

- General Electric stainless steel appliance package featuring:
 - 23 cu. Ft. side-by-side refrigerator with ice and water on the door
 - Built-in microwave with vent hood and light
 - Smooth surface range with self-cleaning oven
 - Multi-cycle dishwasher
- White, raised panel or oak cabinetry with 36" upper cabinets
- Built-in sponge tray
- 16"x 16" ceramic tile flooring
- Double compartment stainless steel sink
- Easy care laminate counter tops
- Moen single lever faucet, with spray attachment, in chrome
- Food waster disposal
- Pantry cabinet for additional storage
- Recessed lighting (per plan)
- Under cabinet lighting in kitchen (per plan)

Bath Features:

- Cultured marble vanity tops with integral bowls in all baths
- White laminate vanities in all baths
- Clear glass shower enclosure, with silver tone frame, at Owner's Bath
- Moen chrome faucets in all baths
- Moen brushed chrome faucet at Owner's Bathroom
- White 6" x 6" tile in all baths
- Enamel over steel tub in secondary bath
- Dramatic theatrical lighting in secondary baths
- Elongated water closets

- Coordinated bath accessories
- Oversized 42" mirrors

In our continuing effort to improve our product, Lennar Homes, Inc., reserves the right to substitute or delete specifications without notice. All features are "Per Plan" and are subject to change without notice. CGC #027928

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