



CFN 20180463610

OR BK 30299 PG 0687
RECORDED 12/11/2018 15:05:09
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0687 - 7607 (74pgs)

Prepared by and Return To:
Jennifer M. Cunha, Esq.
The Law Office of J.M. Cunha, P.A.
601 Heritage Drive, Suite 424
Jupiter, FL 33458

**CERTIFICATE OF RECORDING
MERGED, AMENDED, AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE PINES OF THE PALM BEACHES**

This Merged, Amended, and Restated Declaration of Covenants, Conditions, and Restrictions for THE PINES OF THE PALM BEACHES is made this 5th day of Dec, 2018.

WITNESSETH:

WHEREAS, the real Property located in Palm Beach County, Florida as more particularly described in "Exhibit "A" as attached to the Original Declaration and incorporated herein by reference only, together with all improvements thereon (the "Property"), is subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions of The Pines of The Palm Beaches as recorded in Official Records Book 3168, Page 0779 of the Public Records of Palm Beach County, Florida which provides a flexible and reasonable method for the administration and maintenance of the Property, and

WHEREAS, the Original Declaration may be amended from time to time with the approval of the Owners in accordance with Article X of the Original Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, the Articles of Incorporation and By-Laws for The Pines Community Services Association, Inc. a Florida corporation not-for-profit ("Association") are attached as an Exhibit thereto; and

WHEREAS, the Original Bylaws may be amended from time to time with the approval of the Owners in accordance with Article VIII and the Original Articles of Incorporation may be amended from time to time with the approval of the Owners in accordance with Article VIII, and

WHEREAS, the required Membership approval of the Declaration, Bylaws, and Articles of Incorporation have been obtained and the original Declaration, Bylaws and Articles of Incorporation are hereby terminated and are of no further force and effect,

NOW THEREFORE, the Original Declaration, Bylaws and Articles of Incorporation and all amendments thereto are hereby terminated and of no further force and effect and the Association hereby declares that all of the real Property described in Exhibit "A" as attached to the Original Declaration (and incorporated herein by reference only) shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value, attractiveness and desirability of said real Property and to provide a uniform plan of development for same. These conditions and restrictions shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their successors, heirs, successors-in-title and assigns, and shall inure

NOW, THEREFORE, the undersigned hereby certify that the attached Merged, Amended and Restated Declaration of Covenants, Conditions, and Restrictions are true and correct copies of the full text of said document, as amended by the Membership, as they exist as of this date. The exhibits to the original Declaration of Covenants are not being re-recorded herewith, unless specifically stated, and remain as attached to the original documents.

WITNESS my signature hereto this 5th day of December 2018, at Palm Beach County, Florida.

**THE PINES COMMUNITY SERVICES
ASSOCIATION, INC.**

By: Marcella McIntosh
President

Lois Mayer
Witness
Lois Mayer
PRINT NAME

Attest: [Signature]
Treasurer

Nyasha Fendley
Witness
Nyasha Fendley
PRINT NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of Dec, 2018 by Marcella McIntosh and _____ as President and Treasurer, respectively, of The Pines Community Services Association, Inc., a Florida non-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

[Signature] (Signature)

Alicia Hernandez (Print Name)
Notary Public, State of Florida at Large



This is not a certified copy

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
THE PINES OF THE PALM BEACHES**

Contents

ARTICLE I.....	10
DEFINITIONS.....	10
Section 1. Definitions.....	10
Section 2. Interpretation and Flexibility.....	15
ARTICLE II.....	15
PROPERTY SUBJECT TO THIS DECLARATION	15
Section 1. Property.....	15
Section 2. Dedication of Property	15
Section 3. Condemnation.....	15
ARTICLE III.....	16
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.....	16
Section 1. Membership.....	16
Section 2. Voting Rights.....	16
Section 3. Board of Directors.....	16
ARTICLE IV	16
PROPERTY RIGHTS.....	16
Section 1. General	16
Section 2. Use of Common Areas.....	17
Section 3. Title to Common Areas.....	18
ARTICLE V	20
EASEMENTS.....	20
Section 1. Access Easements.....	20
Section 2. Permits, Licenses and Easements.....	20
Section 3. Appurtenant Easements.....	21
Section 4. Utility Easement	21
Section 5. Service Easement.....	21
Section 6. Signage Easements	22
Section 7. Streetlight Easements.....	22
Section 8. Easements for Association	22

Section 9. Encroachment Easements	23
Section 10. Support of Adjacent Structures	23
Section 11. Creation of Easements	23
Section 12. Extent of Easements	23
Section 13. Further Restrictions	24
ARTICLE VI	24
FUNCTIONS OF ASSOCIATION	24
Section 1. Required Services and Maintenance	24
Section 3. Liability	26
Section 4. Mortgage and Pledge	27
Section 5. Personal Property and Real Property	27
Section 6. Rules and Regulations	27
Section 7. Implied Rights, Board Authority	27
Section 8. Indemnification	27
Section 9. Dedication of Common Areas	28
Section 10. Telecommunication Services	28
Section 11. Community Control Program	29
Section 12. Recycling Programs	30
Section 13. Insurance	30
Section 14. Duties and Powers	33
Section 15. Agreements	33
Section 16. Approval of Association Lawsuits by Owners	34
ARTICLE VII	34
USE RESTRICTIONS AND OWNER OBLIGATIONS	34
Section 1. General Restrictions	34
Section 2. Residential Use	34
Section 3. Unit Owner Maintenance	34
Section 4. Unit Owner Scheduled Maintenance; Failure to Maintain	35
Section 5. Antenna	35
Section 6. Cooking	36

Section 7. Commercial Activities	36
Section 8. Control of Contractors.....	36
Section 10. Docks and Seawalls.....	36
Section 11. Doors, Glass, and Frames	36
Section 12. Drainage System.....	37
Section 13. Dredging/Filling	37
Section 14. Easements	37
Section 15. Extended Vacation and Absences	37
Section 16. Exterior Appearance.....	37
Section 17. Exterior Storage.....	38
Section 18. Firearms.....	38
Section 19. Fuel Storage.....	38
Section 20. Hazardous Materials.....	38
Section 21. Holiday Lights and Other Lighting	38
Section 22. Hurricane Shutters.....	38
Section 23. Insurance	39
Section 24. Landscaping	39
Section 25. Lawful Use	39
Section 26. Lease of Dwelling Unit.....	39
Section 27. Light Fixtures	43
Section 28. Mining and Excavation	43
Section 29. Minor's Use of Facilities	43
Section 30. No Subdivision	43
Section 31. Noise.....	43
Section 32. Nuisances.....	44
Section 33. Paint.....	44
Section 34. Party Walls.....	44
Section 35. Patios and Courtyards	44
Section 36. Pest Control	45
Section 37. Pets	45

Section 38. Sale of Dwelling Unit	45
Section 39. Screened Enclosures.....	48
Section 40. Septic Tanks	48
Section 41. Signs and Flags.....	49
Section 42. Solar Panels and Energy Conservation Equipment	49
Section 43. Solicitation	49
Section 44. Sports Equipment	49
Section 45. Traffic Regulations.....	49
Section 46. Trash and Garbage.....	49
Section 47. Utilities.....	50
Section 48. Vehicles.....	50
Section 49. Water Supply	52
Section 50. Wetlands and Mitigation Areas.....	52
Section 52. Window Treatments.....	53
Section 53. Windows or Wall Units.....	53
Section 54. Yard Sales.....	53
Section 55. Failure of Owner to Discharge Obligations.....	53
Section 56. Additional Rules and Regulations.....	53
Section 57. Right of Association to Enforce.....	53
ARTICLE VIII	54
ARCHITECTURAL CONTROL COMMITTEE	54
Section 1. Purpose.....	54
Section 2. Members of the ACC	54
Section 3. Meeting of the ACC	54
Section 4. Compensation of Members.....	54
Section 5. ACC Discretion	54
Section 6. Review of the Proposed Construction.....	55
Section 7. Damage to Buildings.....	56
Section 8. No Waiver of Future Approvals	57
Section 9. Construction of Improvements	57

Section 10. Inspection of Work	57
Section 11. Construction by Owners	58
Section 12. Non-Liability of Members	59
Section 13. Variance	59
ARTICLE IX	60
RULE MAKING AND ENFORCEMENT	60
Section 1. Rules and Regulations	60
Section 2. Authority and Enforcement	60
Section 3. Procedure	60
Section 4. Owners Liability and Additional Enforcement Measures	61
ARTICLE X	62
ASSESSMENTS	62
Section 1. Purpose of Assessments	62
Section 2. Creation of the Lien and Personal Obligation of Assessments	62
Section 3. Computation of Annual Assessments	63
Section 4. Special Assessments	64
Section 5. Individual Assessments	64
Section 6. Reserves	65
Section 7. Use Fees	65
Section 8. Resale Capital Contribution	65
Section 9. Surplus Assessments	65
Section 10. Capital Improvement and Reconstruction Assessments	66
Section 11. Uniform Rate of Assessments	66
Section 12. Liens	66
Section 13. Effect of Nonpayment, Remedies of the Association	66
Section 14. Common Areas and Certain Other Property	67
Section 15. Use of Reserves	67
Section 16. Assessments Estoppel Certificates	67
Section 17. Payment of Real Estate Taxes	68
Section 18. Accounting and Commingling of Funds	68

ARTICLE XI.....	68
DAMAGE OR DESTRUCTION TO COMMON AREAS	68
Section 1. Casualty	68
ARTICLE XII.....	69
MORTGAGEE RIGHTS.....	69
Section 1. Notices to and approval by Mortgagee.....	69
Section 2. Amendments Required by Mortgagees	70
ARTICLE XIII.....	70
GENERAL PROVISIONS.....	70
Section 1. Duration.....	70
Section 2. Amendment by Association.....	71
Section 3. Enforcement.....	71
Section 4. No Vested Rights	72
Section 5. Enforcement by or Against Other Persons	72
Section 6. Interpretation.....	72
Section 7. Disputes as to Use	72
Section 8. Gender and Grammar.....	73
Section 9. Severability	73
Section 10. Rights of Third Parties	73
Section 11. No Trespass	73
Section 12. Notices.....	73
Section 13. Plats	74
Section 14. Termination by Declaration.....	74
Section 15. Liberal Construction	74
Section 16. Dissolution of Association	74
Section 17. Governance	74

ARTICLE I DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration or any supplemental Declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Annual Budget" shall mean and refer to the estimated total expenditures for services to be provided by the Association and other expenses of the Association.

1.2 "Architectural Control Committee" or "ACC" shall mean the Committee created pursuant to Article VIII hereof.

1.3 "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Pines Community Service Association, Inc., a Florida not-for-profit corporation, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

1.4 "Assessment" shall mean and refer to "Common Assessments," "Annual Assessments," "Individual Assessments," "Special Assessments," "Resale Capital Contribution," "Use Fees," "Reserves," "Capital Improvement Assessments," "Reconstruction Assessments," and any other assessments (as each is hereinafter defined) collectively, as the context may require. They shall mean and refer to those charges made by the Association from time to time against the Lots or Units in accordance with Article X of this Declaration, for the purposes and subject to the terms set forth therein.

1.5 "Association" or "Homeowners Association" or "Corporation" shall mean and refer to The Pines Community Services Association, Inc., a Florida not-for-profit corporation, its successors, and assigns.

1.6 "Association Documents" or "Governing Documents" shall mean this Merged, Amended and Restated Declaration of Covenants, Conditions and Restrictions inclusive of all amendments, supplements and recorded exhibits thereto, the By-Laws of the Association, the Articles of Incorporation of the Association, the Rules and Regulations of the Association, and the Community Standards, all as amended from time to time.

1.7 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of The Pines Community Service Association, Inc.

1.8 "Bylaws" shall mean and refer to the Bylaws of The Pines Community Service Association, which govern the administration and operation of the Association and have been adopted by the Board, as such Bylaws may be amended from time to time. No amendment of this Declaration shall be required in the event the Bylaws are amended from time to time pursuant to their terms.

1.9 "Common Areas" shall mean and refer to all real property within the community which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, including any Improvements, amenities, easements, fixtures, and facilities thereon owned,

leased, controlled, or operated by the Association or to which the Association accepts maintenance responsibilities, or the use of which has been granted to the Association as set forth in this Declaration or an amendment thereto, or a Deed of conveyance, or that hereafter may be conveyed or leased to the Association or to which use rights have been granted to the Association. The Common Areas do not include any portion of any Dwelling Unit. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement or use or enjoyment therein.

1.10 "Common Assessment" shall mean and refer to the routine Assessment for Common Expenses described in Article X hereof.

1.11 "Common Expenses" shall mean and refer to all actual and estimated expenditures made or incurred by or on behalf of the Association, together with all funds assessed for the creation or maintenance of reserves, if any, pursuant to the provisions of this Declaration.

1.12 "Community Control Program" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Property. By way of example, and not of limitation, the term Community Control Program may include one or more electronic entrance gates, gatehouses, a roving attendant, a bulk alarm contract or any combination thereof. THE PROVISION OF A COMMUNITY CONTROL PROGRAM 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 PROPERTY. THE ASSOCIATION DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY COMMUNITY CONTROL PROGRAM 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 COMMUNITY CONTROL PROGRAM SYSTEM IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT THE ASSOCIATION, ITS EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

1.13 "Community" means the real property commonly known as The Pines Community that is subject to this Declaration of Covenants, Conditions and Restrictions. Community shall be deemed to include all real property together with any approved modifications thereto.

1.14 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. The Board may reasonably and more specifically determine such standard.

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

1.16 "Days" shall mean and refer to calendar days.

1.17 "Declaration" shall mean and refer to this document, entitled "Merged, Amended, and Restated Declaration of Covenants, Conditions and Restrictions for The Pines Community Services Association, Inc." as the same may be amended from time to time.

1.18 "Dwelling Unit" or "Unit" shall mean and refer to any residential Dwelling Unit intended as an abode for one family or one integrated household and which is constructed (as evidenced by the issuance of a certificate of occupancy) on portions of the Property more particularly described as Residential Property (as that term is hereinafter defined).

1.19 "Family" shall mean: (a) group of natural persons related to each other by blood or legally related to each other by marriage or adoption; or (b) a group of not more than four (4) persons not so related who maintain a common household in a residence.

1.20 "Improvements" shall mean all structures or artificially created conditions and appurtenances thereof of every type and kind located upon the Property, including but not limited to, buildings, walkways, recreation areas and facilities, if any, sprinkler pipes, roads, fences, walls, landscaping, hedges, plantings, poles, mechanical equipment, utilities, lighting, and signs.

1.21 "Individual Assessment" shall mean and refer to a charge against one or more Owners and their respective Dwelling Units, directly attributable to such Owner(s)' failure to duly perform their obligations hereunder, and the Association's enforcement of this Declaration against such Owner(s) and/or Dwelling Unit, as further described in Article X hereof.

1.22 "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Dwelling Unit which was made in favor of a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the Community as an institutional lender. Institutional Mortgage shall also mean and include a mortgage held by the Federal National Mortgage Association, Government National Mortgage Association, Federal Dwelling Unit Loan Mortgage Corporation, Veterans Administration and Federal Housing Administration, or any other agency of the United States of America holding, guaranteeing, or issuing a first mortgage on a Dwelling Unit.

1.23 "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.

1.24 "Lot" shall mean any plot of land within the property described on Exhibit "A" as attached to the Original Declaration, or any property annexed thereto and becoming a part of the Property conveyed to the Owner upon which there has been constructed a Dwelling Unit.

1.25 "Management Company" shall mean and refer to the Person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations, or functions of the Association.

1.26 "Members" shall mean and refer to those Persons who are entitled to Membership in the Association, as provided in Article III hereof.

1.27 "Occupant" shall mean and refer to any Person, including, without limitation, any Owner or any guests, invitees, lessee, tenant, or family member of an Owner, occupying or otherwise using a Lot or Unit within the Property.

1.28 "Operating Expenses" shall mean and refer to the actual and estimated costs of Ownership, maintenance, management, operation, repair, and replacement of the Common Areas, or the operation of the Association, including reserves for the foregoing to the extent adopted as part of the Association's budget, as provided in the Bylaws, including, without limitation: (a) unpaid Assessments; (b) the costs of any and all commonly-metered utilities, cable or television charges, commonly used satellite, Internet or like, commonly used telecommunications services and other commonly-metered charges for the Common Areas, or, at the Board's discretion, provided to the Units; (c) costs of management, operation, and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other agents, employees, or independent contractors; (d) costs of all gardening and other services benefitting the Common Areas, and all recreational and other commonly used facilities located thereon; (e) costs of operation and maintenance of any community control program and associated costs; (f) costs of fire, casualty, and liability insurance, workers' compensation insurance, and other insurance covering or connected with the Association or Common Areas; (g) costs of bonding the Members of the Board and the Management Company; (h) taxes paid by the Association, including real Property taxes for the Common Areas, if any; (i) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; (j) the costs to maintain all community lighting including up-lighting and entrance lighting; (k) all amounts payable in connection with any private street lighting agreement between Association and FPL, and (m) the costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Areas, the Association's rights or duties under the Association Documents, and/or for the benefit of the Owners or the Association.

1.29 "Owner" shall mean and refer to a record Owner of a percentage of the fee simple interest in a Dwelling Unit, excluding those Persons having an interest in a Dwelling Unit merely as security for the performance of an obligation. If a Dwelling Unit is owned by more than one Person, the term Owner shall mean each such Person jointly and severally. Every Owner of a Lot or Unit shall be deemed to be a Member of the Association for purposes of this Declaration and the Bylaws.

1.30 "Person" shall mean and refer to any individual, corporation, governmental agency, trust, estate, partnership, Association, two or more Persons having a joint or common interest, or any other legal entity with the legal right to hold title to real Property.

1.31 "Plat" shall mean any plat of any portion of The Pines of the Palm Beaches as recorded among the Public Records of Palm Beach County, Florida.

1.32 "Properties" shall mean and refer to that certain real property as described in Exhibit "A" attached to the Original Declaration and any such additions thereto as may be hereafter brought within the jurisdiction of the Association and subject to the terms of this Declaration.

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

1.34 "Reconstruction Assessment" shall mean a charge against each Lot and Owner

representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements to the Common Areas pursuant to the provisions of this Declaration Article X.

1.35 "Recreational Facilities" shall mean and refer to any Recreational Facilities that are constructed on the Property. Recreational facilities are part of the Common Areas.

1.36 "Rental" Any property in The Pines Community Services Association where a rental agreement exists between an Owner and a tenant.

1.37 "Residential Property" or "Property" shall mean and refer to those portions of the Property to be used for Residential Purposes and legally described in Exhibit "A" attached to the Original Declaration, or so designated and described in any Supplemental Declaration.

1.38 "Residential Use" shall mean and refer to those purposes described in Article VII hereof.

1.39 "Roads" shall mean and refer to any street or thoroughfare which is constructed within the Property, and which is dedicated to the Association, or to any governmental agency, whether same is designated, for example, by way of illustration and not of limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, alley or similar designation.

1.40 "Rules and Regulations" shall mean and refer to the Rules, Regulations, and policies of the Association which shall be adopted under the authority of the Declaration, Bylaws or Articles of Incorporation; which may be modified, altered, amended and rescinded from time to time.

1.41 "Special Assessment" shall mean and refer to a charge against Owners and their Dwelling Units, representing their proportionate share of the cost incurred by the Association for: (i) reconstruction of a "Structure" (as hereinafter defined) located on the Common Areas, pursuant to the provisions of this Declaration; (ii) installation or construction of any capital improvements, including new Structures, to be located on any Common Areas, which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay shortages in the Annual Budget of the Association, after collections of Common Assessments, as further described in Article X hereof.

1.42 "Structure" shall mean and refer to an improvement which is constructed or joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof," unless otherwise so stated.

1.43 "Telecommunications Provider" shall mean any party contracting with the Association to provide Owners with one or more telecommunications services. With respect to any particular telecommunications services, there may be one or more telecommunications providers. By way of example, with respect to multi-channel video programming service, one telecommunications provider may provide the Association such service while another may own, maintain and service the telecommunications systems that allow delivery of such multi-channel video programming service or Internet.

1.44 "Telecommunications Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, Internet, and multi-channel video programming service. Without limiting the foregoing, telecommunications services may include the provision of the following services: Toll Calls, Data Transmission Services, Internet, Basic Service, Expanded Basic Service, and Premium Channels.

1.45 "Telecommunications Systems" shall mean all facilities, items, and assets required and/or used in order to provide telecommunications services to the Property. Without limiting the foregoing, telecommunications systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antenna site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), 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, of a portion, or 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).

Section 2. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any Person, entity, Property or improvement falls within any of the definitions set forth in this Article I, the determination made by the Board and such regard shall be binding and conclusive.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real Property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Palm Beach County, Florida and is described in Exhibit "A" as attached to the Original Declaration. Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and to any restrictions or limitations contained in any Deed or Amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

Section 2. Dedication of Property. The Association, by the Board of Directors, may dedicate, reserve and convey all or portions of the Common Areas to the South Florida Water Management District, Palm Beach County, or any other controlling governmental agency, if required by any such governmental agency, and may grant easements over, under, and through the Common Areas in favor of any of the foregoing governmental agencies, if required by any such governmental agencies. No such dedication, reservation, or conveyance shall be effective, without a vote of the Members as provided for in Article III, Section 2 herein.

Section 3. Condemnation. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken area and improvements thereon to the extent deemed advisable by the Association and approved by a vote of at least fifty-one percent (51%) of the Dwelling Unit Owners at a duly called meeting of Dwelling Unit Owners, provided a quorum exists. A quorum shall constitute thirty-percent (30%) of all

the Unit Owners or a lesser amount if seventy-five percent (75%) of all Dwelling Unit Owners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting, and the remaining balance thereof, if any, shall then be distributed pro rata to Owner and mortgagees of Lots as their respective interests may appear.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Unit Owned. In the event the Owner of a Unit is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association unless and until such holder has acquired title to a Unit pursuant to foreclosure or judicial proceeding or deed in lieu of foreclosure. Membership shall continue until such time as the member transfers or conveys record ownership or such ownership is transferred or conveyed by operation of law, at which time, the membership, with respect to the property conveyed, shall automatically be conferred upon the transferee, subject to the approval of the Association as indicated in Article VII, Section 38 of this Declaration. Membership shall be appurtenant to and may not be separated from ownership of property subject to this Declaration.

Section 2. Voting Rights. The Association shall have one class of voting membership. Each Member shall be entitled to one vote for each Unit. When more than one person holds the ownership interests required for membership, all such person shall be Members, and the votes for such Unit shall be exercised by a "Voting Member" as those persons or entities themselves determine and in accordance with the Bylaws; provided however, but in no event, shall more than one vote be cast with respect to each assessment Unit. In the event more than one person or entity for a single Unit seeks to exercise a vote; said vote shall be suspended. If a Unit is owned by a Corporation, a general or limited partnership, trust, or other entity, it shall designate in writing one of its shareholders, officers, partners or trustees, as the case may be, to represent it as a Member in which Member shall be the Voting Member for the Unit.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors as provided for in the Articles and Bylaws of the Association. The Board of Directors shall be selected by the Members of the Association.

ARTICLE IV PROPERTY RIGHTS

Section 1. General. Each Lot and Unit shall for all purposes constitute real Property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real Property. No person or entity may reside in a vehicle or a trailer. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Unit, subject to the provisions of this Declaration. The ownership of each Lot and Unit shall include, and there shall pass with each Lot and Unit as an appurtenance thereto, membership in the Association, provided, however, that the Board shall have the right to establish Rules and Regulations which require

prospective Owners to obtain approval from the Association prior to purchasing a Unit within the Property and becoming a member of the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his Association membership shall automatically pass to the successor-in-title to his Lot or Unit. Lots shall not be subdivided and the boundary between Lots shall not be relocated.

Section 2. Use of Common Areas. Every Owner shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Areas, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Declaration, the Board's Rules and Regulations as same may be amended from time to time, or in any deed conveying such property to the Association or in any easements or other agreements encumbering the Common Areas. Any Recreational Facilities or equipment furnished by the Association or erected with the Common Area shall be used at the risk of the user, and the Association shall not be held liable to any Person or Entity for any claim, damage, or injury occurring thereon or related to use thereof. Any Owner may delegate his or her right to the enjoyment of the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

A. the right of the Association, acting through the Board to mortgage, pledge, or hypothecate any or all of its real and Personal Property as security for money borrowed or debts incurred; by a vote of at least 51% of the homeowners at a duly called meeting of homeowners, provided a quorum exists. A quorum shall constitute 30% of all the unit owners or a lesser amount if 75% of all homeowners present at the meeting (in person, by consent and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting.

B. the right of the Association, acting through the Board, to take such steps as are reasonably necessary to protect the Common Areas against Foreclosure;

C. the right of the Association, acting through the Board, to suspend (i) the right of an Owner, Occupant, their tenants, family members and guests to the Recreational Facilities within the Common Areas for any period during which an Assessment or any other charge against its Owner's Unit remains delinquent, and (ii) the enjoyment rights and easements of any Owner for a period not to exceed 30 days for single violation or for a longer period in the case of any continuing violation (other than a delinquent Assessment) of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association as the same may be amended from time to time after notice and hearing.

D. the right of the association, acting through the Board, to maintain the Common Areas.

E. the right of the Board to adopt Rules and Regulations affecting the use and enjoyment of the Common Areas including, without limitation, rules restricting the use of Recreational Facilities within the Common Areas to Occupants of Units and rules limiting the number of guests who may use the Common Areas. The Board may also promulgate procedures for the enforcement of the Rules and Regulations, including, without limitation, the assessment of fines against Owners, family members, guests, invitees, licensees, employees, or agents who violate such restrictions. The fines will be levied in accordance with Article IX as an Individual Assessment upon the Owner who violates the restrictions, or upon the Owner whose family members, guests, tenants, invitees, licensees, employees, or agents who violate restrictions.

Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard in accordance with Article IX.

F. the right of the Board to establish parking regulations throughout the Common Areas. In the event the Board has established parking regulations, the Board shall also promulgate procedures for the enforcement of the parking regulations, including, without limitation, the Assessment of fines against Owners or tenants who violate the parking regulations and against Owners and tenants whose family members, guests, invitees, licensees, employees, or agents violate the parking regulations. Before any fine shall be levied, the Owner or tenant shall be entitled to notice and an opportunity to be heard in accordance with Article IX.

G. the right of the Association to dedicate or transfer all, or any part, of the Common Areas to any governmental or quasi-governmental agency, authority, utility, water management or water control district, by a vote of at least 51% of the homeowners at a duly called meeting of homeowners, provided a quorum exists. A quorum shall constitute 30% of all the unit owners or a lesser amount if 75% of all homeowners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting.

H. the restrictions contained on any plat or filed separately in the public records of the county, with respect to all or any portion of the Property.

I. all of the provisions of this Declaration, the Articles and Bylaws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time

J. the right of the Association to grant and accept easements as provided in Article V hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to the City, the County, the State of Florida or to any other local, state or federal government entity, or to any public agency or authority, public service district, public or private utility, or other person by a vote of at least 51% of the homeowners at a duly called meeting of homeowners, provided a quorum exists. A quorum shall constitute 30% of all the unit owners or a lesser amount if 75% of all homeowners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting.

K. the rights and easements reserved in Article V hereof for the benefit of the Association, its directors, officers, agents, contractors, and employees.

L. the right, however not the duty, of the association, by action of the Board of Directors to seek the vacation of publicly dedicated streets, if any, upon the Property.

Section 3. Title to Common Areas.

A. Title to the Common Areas was conveyed to the Association at the time the developer turned over the Association to the members. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas and for the payment of all real estate taxes and other charges which are liens against the Common Areas. The Association assumes all responsibilities under any permits or governmental approvals affecting the Common Areas.

B. After the conveyance or dedication of any portion of the Common Areas to the Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by the Association for the use and benefit of the owners of all property interests in The Pines of the Palm Beaches, including, but not limited to, the Association, Owners and any Lenders, subject to the Association's right to grant easements, and other interests as provided herein, and to convey property to utility companies or governmental agencies and to hypothecate for financing. Except as otherwise referenced in this Declaration, the Association may not convey or transfer all or a portion of the Common Areas to a third party without the vote of at least 51% of the homeowners at a duly called meeting of homeowners, provided a quorum exists. A quorum shall constitute 30% of all the unit owners or a lesser amount if 75% of all homeowners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting.

C. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any person acquiring any Interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

D. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association, the Board, who may promulgate rules from time to time, and this Declaration.

E. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Common Areas and (e) design of any portion of the Common Areas. The person also expressly indemnifies and agrees to hold harmless the Association and all employees, directors, representatives, officers, agents, contractors and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool, pond, lake or area adjacent to these areas, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE INCLUDING, BUT NOT LIMITED TO SUCH SPECIES AS ARMADILLOS, GOPHER TORTOISE, ALLIGATORS, FISH, RACCOONS, DEER, SNAKES AND OTHER REPTILES, FOWL, AND FOXES. THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, TENANT AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

F. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Association and its officers, directors, agents, employees and contractors (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lake and other water bodies within the Property by Owners, Occupants, tenants and their guests, family members, invitees, or agents, or the interpretation

of this Declaration and/or exhibits attached hereto and/or from any act or omission of the Association, or of any of the Indemnified Parties. Should any Owner bring suit against the Association or any of the Indemnified Parties for any claim or matter and fail to obtain Judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal and in the collection of attorneys' fees and paraprofessional fees.

G. Burden upon the Property. It is hereby declared that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land, and shall inure to the benefit of, and be binding upon, each and every Owner and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or Unit or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the Bylaws of the Association.

H. No severability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such ownership. The transfer of the fee title to a Unit or Lot, whether voluntary or by operation of law, terminating the Owner's title to that Unit or Lot shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Unit or Lot. An Owner's rights and privileges under this Declaration are not assignable separately from a Unit or Lot.

I. Waiver of Use. No owner may exempt himself from personal liability for assessment duly levied by the Association. No owner may release the Dwelling Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of his Dwelling Unit.

ARTICLE V EASEMENTS

Section 1. Access Easements. All Owners, by accepting title to Lots or Dwelling Units conveyed subject to this Declaration, waive all Rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Unit and acknowledge and agree that such access, ingress, and egress shall be limited to roads, walkways, paths, sidewalks, and other Common Areas located within the Property, from time to time for such purposes, provided that pedestrian and vehicular access to and from all Lots and Units shall be provided at all times. In addition, in the event that an Owner is unable to access portions of their Lot or Unit without crossing or entering a portion of an adjoining Lot, Unit, or Common Area, then such Owner shall have an easement of access over and upon such adjoining Lots, Units, and/or Common Areas for the purposes of allowing such Owner to (i) install, construct, or establish Improvements to such Owner's Lot or Unit, (ii) repair, maintain, replace, and/or upgrade portions of such Owner's Lot or Unit, and (iii) access the rear of the Lot or Unit from the front of the Lot or Unit and access the front of the Lot or Unit from the rear of the Lot or Unit. Each Owner is responsible for any damage caused to the adjoining Lot or Common Area as a result of such access and is responsible for returning the Lot or Common Area to the condition which existed prior to such access.

Section 2. Permits, Licenses and Easements. The Association shall have the right to grant, modify, amend, and terminate permits, licenses, and easements over, upon, across, under, and through the Common Areas of the Property (including Units) for Telecommunications Systems, utilities, roads, and

other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to the Association irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

Section 3. Appurtenant Easements.

A. The Association hereby grants to the Owner of each Residential Lot or Dwelling Unit, his guests, lessees, licensees, and invitees as an appurtenance to the Ownership of fee title interest to same and subject to this Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations promulgated by the Association and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, Florida, a perpetual, nonexclusive easement for ingress and egress over, across, and through, and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Property, their guests, lessees, licensees, and invitees, provided that such easements shall be subject to such express limitations as may be placed upon the use of any roadway and other rights of way not dedicated to the public located within a portion of The Pines Community Services Association.

B. To the extent required by Palm Beach County, the Association hereby grants to the Owner of each Residential Lot or Dwelling Unit, and his guests, lessees, licensees, and invitees as an appurtenance to the Ownership of such Member's Residential Unit or Lot, and subject to this Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations promulgated by the Board and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, a perpetual, nonexclusive easement for ingress and egress over, across, and through, and for the use and enjoyment of all Common Areas, except as may be otherwise specifically limited by this Declaration, located within those portions of the Property, such use and enjoyment to be shared in common with the other Members of the Association, their guests, lessees, licensees, and invitees.

Section 4. Utility Easement. The Association reserves to itself, its successors and assigns, a perpetual easement upon, over, under, and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, Telecommunication Systems, Multichannel Video Programming Service, Community Control Program system, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Property and servicing the Property, all such easements to be of a size, width, and location as the Association, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 5. Service Easement. The Association hereby grants to delivery, pickup, and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Association, its successor or assigns, to service the Property, and to such other persons as the Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Property, roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way,

both public and private, shown on the Plat.

Section 6. Signage Easements. The Association hereby reserves to itself, its successors and assigns, and to the Association, a perpetual easement, privilege and right in and over, under, on, and across the Common Areas running adjacent to the perimeters of The Pines Community Services Association necessary for the purpose of erecting, maintaining, and repairing signage for The Pines Community Services Association. The term "signage" as used in this section shall include, but not be limited to, signs, planter boxes, landscaping, fountains, and waterfalls.

Section 7. Streetlight Easements. Easements for the installation and maintenance of streetlights are hereby granted to the Association within all public or private roads and road rights-of-way and as shown on all recorded plats for the Property. Within these easement areas, the Association may install and maintain streetlights and related apparatus as the Association deems necessary or appropriate. The Association and its agents, employees, and contractors shall have access to all Lots and Units for the purpose of the operation and maintenance of such street light easements. The Association shall have the right to contract for the maintenance of any portion of the streetlight system with an established streetlight maintenance company or with any other party.

Section 8. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Directors, Officers, agents, contractors, and employees, including, but not limited to, any personnel or contractors employed by the Association and any employees of such contractor, to enter upon any Lot or Unit or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during daylight hours. In the case of any emergency originating in, or threatening the Property or any Unit, regardless of whether the Owner or Occupant is present at the time of such an emergency, a Member of the Board or Association or any other Person authorized by the Board, may enter the Property or such Unit, for the purpose of remedying, or abating the cause of such an emergency, and such right of entry shall be immediate.

A. Drainage Easement. A non-exclusive easement shall exist in favor of the Association and their designees, and any applicable water management district, state agency, county agency, and/or federal agency having jurisdiction over The Pines Community Services Association over, across, and upon The Pines Community Services Association for drainage, irrigation, and water management purposes. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of The Pines Community Services Association and/or installation or maintenance of utilities, or which may obstruct or retard the flow of water through The Pines Community Services Association and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in the Declaration.

B. Landscaping Easement. Easements for the installation and maintenance of sod and other landscaping of swales and other areas are hereby granted to the Association for all public or private roads and road rights-of-way and as shown on all recorded plats for the Property. Within these easement areas, the Association may install and maintain sod and such other landscaping as the Association deems necessary or appropriate. The Association shall have access to all Lots and Units for the purpose of the

operation and maintenance of such landscape easements:

C. Maintenance Easement. There is hereby reserved for the benefit of the Association and its agents, employees, contractors, successors, and assigns, an alienable, transferable and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Unit for the purpose of mowing, removing, cleaning, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon the Association to perform any such actions, unless expressly required by this Declaration.

Section 9. Encroachment Easements. There is hereby reserved a temporary easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Lot or a Unit, or in the event that any Lot or Unit now or hereafter encroaches upon the Common Areas or upon another Unit, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists and shall be eliminated once it is extinguished. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and voluntary conduct on the part of or with the knowledge and consent of an Owner or the Association. It is contemplated that each Dwelling Unit shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Dwelling Unit. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves, and other protrusions onto an adjacent Dwelling Unit.

Section 10. Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Buildings, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair, and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Association Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation, or use of the Association Property).

Section 11. Creation of Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association's agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Owners hereby designate the Association as their lawful attorney-in-fact to execute any Instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited.

Section 12. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Association from time to time through the Board.

Section 13. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Property shall be subject to the prior written approval of the Architectural Review Board as hereinafter established.

A. Rubber stops or speed lines, as permitted by the City of Greenacres, may be installed by the Association from time to time and shall be deemed not to violate any rights of any person in whose favor the easement for ingress and egress lies.

ARTICLE VI FUNCTIONS OF ASSOCIATION

Section 1. Required Services and Maintenance: The Association shall, as required, provide the following:

A. Clean-up, landscaping, maintenance, repairs and replacement of:

i. Common Area Maintenance. The Association shall maintain, repair and replace all portions of the Common Areas including, without limitation, furnishings, equipment, and such monitoring systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are not maintained by a public authority, public service district, public or private utility, Owner, or other person, and all common landscaped areas, keeping the same in an attractive and clean condition at all times. The Association, by action of its Board of Directors, may reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Areas, in accordance with the original design, finish, or standard of construction of such Improvements, or of the general Improvements within the Common Areas, as the case may be.

ii. Landscaping. The Association shall maintain, but shall not be required to replace, all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas of the Association.

iii. Irrigation. The Association shall at all times maintain, repair, and replace the irrigation and sprinkler systems throughout the Common Areas.

iv. Walls and Fences. The Association shall be responsible for maintaining any perimeter and/or wing walls and fences of The Pines Community Services Association even if such walls lie within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining all courtyard walls and fences adjoining their Unit.

v. Exterior Surfaces of Units. The Association is responsible for painting the exterior surfaces of the Units and for replacement of the roofs as set forth in this Article VI, Section vi herein. The Association may also maintain the exterior surfaces of the Units, including but not limited to, the walls, roofs, pipes, and utility conduits when the Unit Owner fails to maintain same after the Board has determined the necessity of such maintenance and given the Unit Owner notice, in which event the Association may levy an Individual Assessment against such Unit Owner.

vi. Roofs. The Association shall maintain, repair, and replace as needed the roof shingles, any necessary plywood panels, and all dimension lumber and trusses comprising the mansard roof system of the Units and Buildings. This does not include the fascia or soffit areas. In the event of a disagreement as to which part of the roof system is to be maintained by the Association, the decision of the Board of Directors shall be final and binding.

vii. Signage. The Association shall maintain, repair and replace as needed all signage (including lighting thereof and supplying electricity for this purpose) of The Pines Community Services Association located at the entrance or entrances of The Pines Community Services Association from public streets outside of The Pines Community Services Association including but not limited to maintenance and repair of any signs, planted boxes, and landscaping ancillary thereto.

viii. Other Common Areas. Except as otherwise provided herein, the Association shall also maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Common Areas, provide that such areas are readily accessible to the Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

ix. Roads. Maintenance, repair and replacement of the roads within The Pines Community Services Association, including any gatehouses, which may exist or someday exist, which service entrances to The Pines Community Services Association from areas outside of The Pines Community Services Association, and all common area sidewalks and drainage easements. In the event any of the roads covered by this subparagraph have been or become dedicated to the public, the provisions of this subparagraph will be subject to Paragraph B of this Section.

x. Paved Common Areas. The Common Areas may also contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, including but not limited to roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. 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 paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of the 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 Areas annually for deterioration and to advise the 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 this work. The Association should monitor the roads and sidewalks forming the Common Areas regularly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

B. Clean-up, landscaping, landscaping maintenance, and other maintenance of all county or municipal property which is located within or in a reasonable proximity to the Property, to the extent permitted by the county or municipal entity/Owner, and to the extent that their deterioration would adversely affect the appearance of the Property as a whole and the standard of maintenance by said county or municipality is less than that desired by the Association. The Association shall adopt standards of cleanup, landscaping, maintenance, and operation required by this and other subsections within this Section which are, at the very least, as stringent as those adopted and/or followed by other first-class

developments similar to The Pines Community Services Association.

C. Clean-up, landscaping, landscaping maintenance, and maintenance of any real property located within The Pines Community Services Association upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said property to the Association.

D. The Business of the Association, including, but not limited to, administrative services such as legal, accounting, and financial, and communication services informing Members of activities, notices of meetings, and other important events.

E. Purchase and maintain such policy or policies of general liability, Officers and Directors, hazard insurance, and all other insurance the Board of Directors deems advisable covering the Common Areas, Buildings, Association Property, activities of the Association, and Units.

F. Obtain, for the benefit of the Common Areas, all commonly metered water, sanitary sewage, and electric services, and may provide for all refuse collection and cable or master television service, or any other utility deemed necessary by the Board (if any).

G. The Association shall be responsible to provide pest control to the Common Areas. In the event that in order for the Association to discharge its duty under this Section 2G a building must be "tented", the Association shall be responsible only for the cost of the actual tenting, and not for an Owner's or occupant's incidental expenses such as food and lodging, and not for any losses to property within the Unit due to the tenting process. All Owners and occupants shall be responsible to remove themselves, their pets and their perishable items upon reasonable notice by the Association, in order for tenting to be effected. Any Owner (for himself and/or for his tenants and other occupants) who fails to so cooperate shall be liable to the Association for damages caused by delays and otherwise. The Association shall be entitled to a preliminary injunction order require compliance with this Section 2G.

Section 3. Liability. The Association is not to be liable for injury or damage to any person or property (i) caused by the elements or by any Owner, any Occupant or any other person, (ii) resulting from any rain, drought or other surface water which may leak, diminish, restrain or flow from any portion of the Common Areas, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of The Pines Community Services Association. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner. Should any incidental damage be caused to any Dwelling Unit by virtue of the Association's failure to maintain the Common Areas as herein required or by virtue of any work which may be done or caused to be done by Association, in the maintenance, repair, or replacement of any Common Areas, the Association shall, at its expense, repair such incidental damage.

Section 4. Mortgage and Pledge. The Board of Directors of the Association, shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its functions subject to such approval as may be required by this Declaration.

Section 5. Personal Property and Real Property. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property to include, without limitation, improved or unimproved real estate, personal property, and leasehold and other property interests. Such property shall be maintained as Common Areas by the Association at its expense for the benefit of the Owners, subject to any restrictions set forth in the conveying deed or instrument. Furthermore, the Association may enter into easement agreements or other use or possession agreements whereby Owners, Telecommunications Providers, other service providers, and/or the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repairs, and replacement of such property, the expenses of which shall be common expenses, subject to such approval as may be required by this Declaration.

Section 6. Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules governing the use of the Property, Common Areas, a Lot or a Unit which shall be adopted under the authority of the Declaration, Bylaws or Articles of Incorporation. Such rules shall be binding upon all Owners, tenants, Occupants, invitees, and licensees until and unless repealed or modified at a regular or special Board meeting by vote of a majority of all Directors.

Section 7. Implied Rights, Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws, or the Articles or reasonably implied from, or reasonably necessary to, effectuate any such right or privilege contained therein. Except as otherwise specifically provided in this Declaration, the Bylaws, the Articles, or Bylaws, all rights and powers of the Association may be exercised by the Board without a vote of the Owners.

Section 8. Indemnification.

A. The Association shall indemnify every Officer, Director, and Committee Member against all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any current or former Officer or Director of the Association and Member of any Committee of the Association in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an Officer or Director, or by reason of any decision rendered by the Committee on which he or she serves, except for expenses incurred from claims arising from such Officer, Director or Committee Member's own individual, willful misfeasance or malfeasance, criminal conduct, or bad faith. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Association or Committee Member, or former Officer, Director or Committee Member may be entitled. Such indemnification shall continue as to a person who has ceased to be a Director, Officer, or Committee Member, and shall inure to the benefit of the heirs and personal representatives of such a person. An adjudication of liability shall not affect the right to indemnification for those indemnified.

B. The Officers and Directors of the Association shall not be liable for any mistake of judgment, negligence, or otherwise, in the performance of their duties except for their own individual

willful misfeasance or malfeasance, misconduct, or bad faith. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such Officers or Directors may also be Owners). The Association shall indemnify and forever hold each such Officer or Director harmless from any and all liability to others on account of any such contract, commitment, or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former Officer or Director may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and Officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available pursuant to Section 13 herein.

Section 9. Dedication of Common Areas. The Association may dedicate portions of the Common Areas to the County, or to any other local, state, or federal governmental entity, subject to such approval as may be required by this Declaration.

Section 10. Telecommunication Services.

A. Authority of Board. The Board shall have the right but not the obligation to establish exclusive systems for the provision of Telecommunication Services (including Internet) subject to the regulatory authority of the municipality, if any, and all applicable statutes and ordinances. The Board may establish and operate such systems itself or may enter into agreements with unrelated persons or entities for this purpose, with any such agreements to be on such terms as the Board shall deem, in its sole discretion, to be in the best interests of the Owners. The Board may, at its discretion, cancel such contracts (subject to contract requirements) and, with notice to Owners, cancel provision of Telecommunication Services. The cost of such Telecommunication Services contracted for by the Board shall be a Common Expense and payment for such Telecommunications Services shall be mandatory for all Owners, regardless of when they took title to a Unit.

B. Terms of Services. The Association may impose Assessments for Telecommunications Services fees due and may collect the same and remit the amount collected to the Telecommunications Provider.

C. Easement for Telecommunications Services. The Association hereby reserves for itself and its nominees, successors, assigns, affiliates, and licensees, the right to grant to each Telecommunications Provider providing Telecommunications Services to all or a part of the Property pursuant to an agreement between the Association and such Telecommunications Provider, and for any successors or assigns of any of the foregoing, a perpetual easement, privilege and right on and to, over, under, on, and across all of the Property for the purpose of erecting, installing, maintaining, operating, and removing any and all equipment or other property associated with the Telecommunications Services.

D. Structures. Notwithstanding anything to the contrary in the Declaration, the Association hereby reserves for itself and for any Telecommunications Providers, and for any successors or assigns of any of the foregoing, the right to erect, install, maintain, operate, and remove from the Common Areas of the Property, at any time and from time to time, any satellite dish, tower, or other such structure or equipment for the purpose of establishing and operating Telecommunications Services.

E. 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 Areas and/or any Unit to as good a condition as that which

existed prior to such installation, maintenance, repair, or removal. Failure by a Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from the Association of such failure shall vest in the Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby the Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Unit. In the event that the Association exercises the right of self-help, each Telecommunications Provider agrees in advance that the 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 the Association hereunder. Telecommunications Provider shall pay all reasonable expenses incurred by the Association in connection with such restoration within ten (10) days of delivery to Telecommunications Provider of the Association's invoice. Any expenses not so paid when due shall bear interest from the due date at the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and the Association.

Section 11 Community Control Program.

A. Right to Install. The Association shall have the right, but not the obligation, to install and/or contract for the installation of a Control Program for each Unit within the Property. All Owners specifically acknowledge that the Property may have a perimeter Community Control Program, such as fences, walls, hedges, or the like on certain perimeter areas. The Association shall not be held liable for any loss or damage by reason or failure to provide an adequate Community Control Program or ineffectiveness of Community Control Program measures undertaken.

B. No Liability. The Association shall not in any way be considered insurers or guarantors of the health, safety, welfare, or security of any Owner, tenant, Occupant, guest, licensee, employee, invitee, pet, or user of any portion of the Property. Any provisions of the Association documents setting forth the uses of assessments which relate to health, safety, and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety, or welfare of any persons, even if Assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of acceptance of title to his or her lot) and each other person having an interest in or lien upon making any use of any portion of the Association (by virtue of accepting such interest or lien and making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demand, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this section.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee, and Board Members, employees, agents, contractors (including management companies), subcontractor, successors, and assigns, all of which shall be fully protected hereby.

C. Components. The Association may expand, reduce, or modify the Community Control System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. The Association reserves the right to, at any time, increase, decrease, eliminate, or add manned or

unmanned gate houses, information booths, sensors, gates, and other access monitoring measures as it deems appropriate in its sole and absolute discretion.

D. Part of Association Expenses. The cost of operating and monitoring any Community Control System shall be included in Association Expenses and shall be payable as a portion of the Assessments against Owners Payment. The cost and expenses of any such Community Control System shall be mandatory for all Owners, regardless of whether or not they utilize the Community Control System or services of such system.

E. Owners' Responsibility. All Owners and Occupants of any Unit, and the tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Association, its Board and Officers do not represent or warrant that (a) any Community Control System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Community Control System will prevent loss by fire, smoke, burglary, theft, hold-up, vandalism, bodily injury, or harm or otherwise, and/or (c) the Community Control System will in all cases provide the detection for which the system is designed or intended. Each Owner and the Association is responsible for protecting and insuring themselves in connection with such acts or incidents. Any modification of the security system in a Unit must be completed by the current security provider at the Owner's expense. The provision of a Community Control 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 Property.

Section 12. Recycling Programs. At the Board's discretion, the Association may, but is not obligated to, establish a recycling program and recycling center within the Property and in such event, all Occupants of Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate.

Section 13. Insurance. The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect property insurance or other insurance in such form as the Board deems appropriate, for the benefit of the Association insuring all insurable improvements in and to the Common Areas, Buildings, Units, improvements, and fixtures against loss or damage including, but not limited to, wood siding, doors, windows, party walls, exterior structural walls, and roofs of Units against fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard. The policy or policies purchased by the Association shall be in the amount equal to the full replacement value - i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundation, excavation, and other items normally excluded from coverage - of the commonly used facilities, real and personal property owned by the Association, and the Dwelling Units (including all building services equipment and the lake).

Premiums upon insurance policies purchased by the Association shall be paid by the Owners of Lots, and each Owner of a Lot is hereby made liable to the Association for a pro rata share of the cost of all such insurance, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Unit Owners. The Board may assess the Owner of each Lot annually to provide sufficient funds to complete any necessary reconstruction and repair; and each Owner of a Lot is hereby made liable to the Association for any such Assessment. Any Lot Owner who damages any commonly used improvements in the Property may be charged for the repair of same, even though the Association shall have the right to contract for the repair and be reimbursed by insurance.

In the event of damage or destruction to or destruction of any part of the Common Areas or Unit roofs, exterior structural walls, wood siding, doors, windows, or party wall, the Association shall repair or replace the same from the insurance proceed available, subject to the provisions of the Declaration.

A. Liability Insurance. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a Commercial public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Owners (and tenants, invitees, licensees, and household members), the Association, its Directors and Officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board. The Association shall obtain insurance for all other perils including all perils normally covered by the standard "all risk" endorsement where such is available, including, but not limited to, vandalism and malicious mischief. An agreed amount and inflation guard endorsement is required, if available. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Association. The Association shall as a Common Expense maintain adequate general liability and Officers' and Directors' liability insurance to fund the obligations described in the Articles of Incorporation.

B. Workmen's Comp Insurance. The Association may obtain workers' compensation insurance and other mandatory insurance, to the extent available, insuring each Unit Owner, the Association, the Board of Directors and the Management Company, from liability in connection with the Common Areas and the exterior structural wall, wood siding, doors, windows, party walls, and roofs of Units, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Unit Owners.

C. Flood Insurance. If determined appropriate by the Board or if required by an Institution Mortgage, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a Member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

D. Directors and Officers Liability Insurance. Each Member of the Board shall be covered by Directors' and Officers' liability insurance in such amounts and with such provision as approved by the Board; however, such insurance must fund the obligations described in the Articles of Incorporation.

E. Association as Agent. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Property shall be vested in the Board of Directors, provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

F. Waiver of Subrogation. As to each policy of insurance maintained by the Association,

which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board of Directors, the Owners, and the agents and employees of each of the forgoing, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of, any agreement of said persons but only to the extent that such insurance proceeds are received in compensation for such loss.

G. Requirement to Maintain Insurance. Each Owner shall be obligated to maintain insurance insuring his personal property, fences, and for the Owner's personal liability but does not need to include the Unit's exterior structural walls and roof, wood siding, doors, windows, and party walls. Evidence of such coverage shall be furnished to the Association promptly upon the Board of Directors' request. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder. The Association, its Directors, and its Officers, shall not be liable to any Owner should the Owner fail for any reason whatsoever to obtain insurance coverage on personal property and liability.

H. Insurance Proceeds. Whenever the maintenance, repair, and replacement of any items which an Owner is obligated to maintain, repair, or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair, or replacement, except that the Owner shall be, in said instance required to pay such portion of the costs of such maintenance, repair, and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair, or replacement.

I. Requirement to Reconstruct or Demolish. If any Dwelling Unit is destroyed by fire or other casualty, then the Association, by and through its Board, is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition but in no event shall the Association be obligated to perform any repairs or demolition. All Required Repairs performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Dwelling Unit. Association shall have the absolute right to perform the Required Demolition to a Dwelling Unit pursuant to this Section if any contractor certifies in writing to Association that such Dwelling Unit cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

J. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13 and as further outlined in Article VIII shall be in accordance with the Community Standards and any other Standards established by the Association with respect to any casualty that affects all or a portion of the Pines Community Services Association.

K. Fidelity Bonds. If available, a blanket fidelity bond for all Officers, Directors, trustees, and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its Officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium).

1. The bonds shall name the Association as an obligee.
2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.
3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its Officers, employees and agents), shall be paid by Association.
4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Association.

Section 14. Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the laws of Florida relating to Homeowner's Associations and non-profit corporations, this Declaration, the Bylaws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association, provided, however, that if there are irreconcilable and unenforceable conflicts or inconsistencies between the laws of Florida, this Declaration, the Bylaws or the Articles of Incorporation, the provisions of the laws of Florida, this Declaration, the Articles of Incorporation and the Bylaws, in that order, shall prevail, all as amended from time to time, and each Owner of a Lot or Unit by acceptance of a Deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 15. Agreements. All agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, and all others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property, and in performing its responsibilities hereunder, the Association through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing, and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Property whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager and any other employees shall be Common Expenses. During the term of any management agreement, the manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the Directors or Officers of the Association by this Declaration or the Bylaws. In addition, the Association may pay for, and the Board of Directors may hire and contract for such legal and accounting and other professional or consulting services as are necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Bylaws, or the Rules and Regulations of the Association.

Section 16. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain approval prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigation any lawsuit, or commencing any lawsuit other than for the purposes noted below. Approval must be obtained by a vote of at least fifty-one percent (51%) of the Dwelling Unit Owners at a duly called meeting of Dwelling Unit Owners, provided a quorum exists. A quorum shall constitute thirty percent (30%) of all the Unit Owners or a lesser amount if seventy-five percent (75%) of all Dwelling Unit Owners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting. Approval is not required for the following purposes:

- (a) The collection of Assessments;
- (b) The collection of other charges which Owners are obligated to pay pursuant to this Declaration;
- (c) The enforcement of the use and occupancy restrictions contained in this Declaration;
- (d) In an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s); or
- (e) The filing of a compulsory counterclaim.

ARTICLE VII USE RESTRICTIONS AND OWNER OBLIGATIONS

Section 1. General Restrictions. No use shall be made of the Property which would constitute or create an eyesore, in the opinion of the Board of Directors or the ACC.

Section 2. Residential Use. Each Unit is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants, and invitees. No trade, business, professional, or any other type of commercial activity shall be carried on upon any Lot or Unit, except as authorized by the Board of Directors and as further described in Section 7 of this Article VII.

Section 3. Unit Owner Maintenance. Subject to the duty of the Association to provide for maintenance as provided for in this Declaration, it shall be the duty of each Unit Owner, at the Owner's sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace, and restore the Units, including but not limited to all items in or on the exterior of a building, such as, but not limited to, wood siding, windows, T1-11 boards around the windows, sliding glass doors, hurricane shutters and doors; however, the Association may in its full and complete discretion paint these items as part of a regular maintenance program. Except for all peril insurance carried by the Association and detailed in Article VI, Section 13, Owners are responsible for the maintenance and repair of the entirety of their Units, including air conditioning enclosures, courtyard fences and flooring, structural walls and ceilings, exterior walls, balconies, front door and sliding doors, glass and screens. The Unit Owner shall also be responsible for:

- A. Repairs beneath or within the exterior surfaces of buildings;

B. Repair of air conditioning systems (external or internal components) or other mechanical equipment in the Units, and the Owner shall be responsible for any repairs which could be made pursuant to the terms of any warranty covering the residence;

C. Maintenance of that portion of the Unit's water, sewer, and electrical systems which are utilized only by said Owner and located between a Unit and the point of connection to the commonly used laterals (including individual meters, if any);

D. Maintenance, repair, and replacement of all improvements and landscaping on his or her Unit courtyard, inclusive of the fence, and such other areas as are provided herein. Such Lot and other areas shall be maintained in a first-class condition;

E. Maintenance of any area or matter not specifically required to be maintained, repaired, or replaced by the Association.

Each Unit Owner agrees not to make or cause to be made any structural addition, alteration, repair, decoration, replacement, or change (except that permitted herein) to, in, or about the exterior portions of the Units, including exterior walls, roof, trellises, and fencing in and around the courtyard without the express written consent of the Board of Directors of the Association, and in accordance with the Architectural Review Board, the intention herein being to insure that the townhouse units at the Pines Community Service Association are uniform in appearance. Such exterior portions of the Units are to be maintained by each homeowner in quality condition at all times.

Section 4. Unit Owner Scheduled Maintenance; Failure to Maintain. Normal maintenance of the roof of the townhouse Units, such as cleaning, re-coating, or repainting shall be done uniformly and at the same time for the entire roof of the building as needed and as determined from time to time by the Board of Directors or ACC. In addition, painting or pressure washing of the exterior walls of the Buildings and courtyard fences shall also be done uniformly and at the same time for the entire building as needed and as determined from time to time by the Board of Directors or ACC. Notwithstanding the foregoing, the Association may request from time to time from an Individual Unit Owner that they provide for, at their sole expense, such maintenance, repair, or replacement including painting or pressure washing to their Individual Unit, as needed in the opinion of the Board.

In addition to any rights or remedies provided elsewhere, if any Owner fails to maintain his Unit as required in this Declaration, Articles of Incorporation, and Association Bylaws, the Board of Directors shall, after providing proper notice, have the right to levy an Individual Assessment against the particular Owner(s) prior to the Association expending any funds for the necessary maintenance, repair, or replacement. In the event the Owner does not pay the Individual Assessment on or before the due date as set by the Board of Directors, same shall be collectible in the same manner as an Assessment, as set forth in this Declaration.

Section 5. Antenna. No television or other outdoor antenna system or appendage, protrusion or attachment or any other sort of facility shall be erected, whether temporarily or permanently, to the exterior of a property except those common to and part of the construction/development of the property and/or unless prior written approval has been obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Dwelling Units, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the welfare of the residents of The Pines

Community Services Association. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Lot or Unit which may unreasonably interfere with the reception of television or radio signals within the Property, provided, however, that the Association shall not be prohibited from installing equipment necessary for antenna, security, cable television, mobile radio or other similar systems within the Property. All antennas not covered 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. Such shall not be maintained on any Lot except with the specific written consent of the Association, which consent may be not unreasonably withheld. Notwithstanding, a satellite dish of one (1) meter or less in diameter shall be permitted without the specific written consent of the Association.

Section 6. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout The Pines Community Services Association.

Section 7. Commercial Activities. No commercial activities or business may be conducted from a Dwelling Unit or within any portion of the Pines Community Services Association property. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a Dwelling Unit business office within a Dwelling Unit for such Owner's personal use; provided, however, business invites customers, and clients shall not be permitted to meet with Owners in Dwelling Units unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within The Pines Community Services Association. No solicitors of a commercial nature shall be allowed within The Pines Community Services Association, without the prior written consent of Association. No day care center or facility may be operated out of a Dwelling Unit.

Section 8. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulation relating thereto as adopted from time to time), no person other than an Association Officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

Section 9. Decorations. No decorative Structures including, but not limited to, birdbaths, light fixtures, fountains, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of a Property or Lot without the prior written approval of the ACC. Notwithstanding the foregoing, a flag or flagpole allowable under Florida Statutes may be displayed without ACC approval.

Section 10. Docks and Seawalls. No docks, boathouses, seawalls, or similar structure shall be constructed by any Lot Owner or Unit Owner on any portion of a Lot or on any portion of any lake, canal or waterway within the Subdivision without the prior written approval of the Association.

Section 11. Doors, Glass, and Frames. The Owner(s) of each Unit(s) shall be responsible for the replacement of all glass within the walls bounding the Units, including all stationary and sliding glass doors, frames, frame tracks, casings, and operating mechanisms, and the replacement of all the stationary and sliding glass doors and of the entry and exit doors in the walls bounding the Units. Said Owner(s) shall be responsible for the maintenance, repair, and replacement of all screens and screen frames in the walls bounding the Units.

Section 12. Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Dwelling Units. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Dwelling Unit, shall be the responsibility of the Owner of the Dwelling Unit which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Dwelling Unit containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Dwelling Unit plants a tree (pursuant to ACC approval), and the roots of such tree subsequently affect pipes or other drainage facilities within another Dwelling Unit, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Dwelling Unit. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Dwelling Unit, the Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association shall have no responsibility or liability for drainage problems of any type whatsoever.

Section 13. Dredging/Filling. No Lot shall be increased in size beyond its dimensions as shown on the Plat by filling in any water or canal to which it may abut.

Section 14. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and hereunder. Within those easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements.

Section 15. Extended Vacation and Absences. In the event a Dwelling Unit will be unoccupied for an extended period, the Dwelling Unit must be prepared prior to departure by: (i) notifying the Association in writing; (ii) removing all removable furniture, plants, and other objects from outside the Dwelling Unit; and (iii) designating a responsible firm or individual to care for the Dwelling Unit, should the Dwelling Unit suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the Association. The Association shall have no responsibility of any nature relating to any unoccupied Dwelling Unit.

Section 16. Exterior Appearance. All fences, roofs, windows, exterior building walls, and any other exterior portion of the Lot or Unit or interior portion of the Lot or Unit that can be viewed from the outside of the Unit shall be subject to the standards published by the ACC and any modification, alteration, repair or improvement of such shall be pre-approved by the ACC. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted without the approval of the ACC except as expressly permitted by law. Outside clotheslines or other outside facilities for drying or hanging clothes are specifically prohibited and shall not be erected, placed or maintained nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall. No outdoor clothes drying area shall be allowed on any Lot. No projections of any type shall be placed or permitted to remain above the roof of any improvement. No exterior sound devices shall be installed or used without permission of the ACC. No awnings shall be allowed unless approved by the ACC or currently in place as of the date these provisions are recorded.

Section 17. Exterior Storage. No temporary storage or permanent utility or storage shed, storage building, tent, materials, supplies, "Pods," and other similar temporary storage enclosures and equipment placed outside by Owners without the prior approval of the ACC, and the length and duration and purpose of such temporary structure must also be noted and approved. Placement will be determined at the discretion of the ACC. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC. All personal property of Owners or other Occupants of Dwelling Units shall be stored within the Dwelling Units. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Dwelling Unit outside of the courtyard area, or any other portion of The Pines Community Services Association which is unsightly or which interferes with the comfort and convenience of others as determined by the ACC.

Section 18. Firearms. The discharge of firearms, including without limitation BB guns, pellet guns, and other firearms of all types and sizes, is prohibited within the Property. Notwithstanding anything to the contrary contained herein, the Association shall not be obligated to take action to enforce this Section.

Section 19. Fuel Storage. No fuel storage shall be permitted within The Pines Community Services Association, except as may be necessary or reasonably used for swimming, spas, barbecues, fireplaces, or similar devices.

Section 20. Hazardous Materials. No substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, no flammable, combustible, or explosive fuel, fluid, chemical, or other similar term, including, without limitation, asbestos-containing materials and petroleum products, by any federal, state, or local environmental health, safety, or similar laws, statutes, rules, regulations, or ordinances presently in effect or which may be promulgated in the future, shall be used or stored at the Property, in the Common Areas or on the Lots, except in de minimus quantities used in the ordinary course of owning and maintaining the property, and in strict compliance with all applicable laws. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

Section 21. Holiday Lights and Other Lighting. Seasonal holiday lights must be removed thirty (30) days from the date of the given holiday. The ACC may establish additional standards for holiday lights in the Rules and Regulations. No spotlights, floodlights, or similar type of high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any common areas. The ACC may require the removal of any lighting that creates a nuisance, as determined by the Board.

Section 22. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Dwelling Unit shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

Section 23. Insurance. Each Owner shall be obligated to maintain insurance insuring his personal property, fences, wood siding, doors, windows, and party walls and for his personal liability. Evidence of such coverage shall be furnished to the Association promptly upon the Board of Directors' request. Evidence of such coverage shall be furnished to the Association promptly upon the Board of Directors' request. Further details regarding Insurance are contained in this Declaration Article VI, Section 13.

Section 24. Landscaping.

A. Decorative Landscaping. No real or artificial grass, plants, or other artificial vegetation, or rocks or landscape devices, gardens, trees, or the like shall be placed or maintained upon the exterior portion of any Dwelling Unit or Lot, outside of the Unit's courtyard, unless approved by the ACC. Notwithstanding the foregoing, Owners may place plants in their designated planting area outside of each Unit without Board or ACC approval. Any plants installed by an Owner in the designated planting area must be properly maintained, irrigated, and trimmed as to appear in a visually appealing condition. The Board or ACC, in its sole discretion, may ask an Owner to remove plantings that are considered a nuisance or which do not comply with Community Standards. In the event an Owner does not comply with the provision of this Section 24, the Board shall be authorized to remove the plantings and charge the cost of such removal to the Unit Owner as an individual expense.

B. Removal of Landscaping. Without the prior written consent of the ACC, no sod, topsoil, tree, or shrubbery shall be removed from The Pines Community Services Association and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Dwelling Unit (including, without limitation, concrete, or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems such as removing excess water or repair to Association property.

Section 25. Lawful Use. No immoral, improper, offensive, unlawful, or obnoxious use shall be made in any portion of The Pines Community Services Association. All laws, zoning ordinances, and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification, or repair of a portion of The Pines Community Services Association shall be the same as the reasonability for maintenance and repair of the property concerned.

Section 26. Lease of Dwelling Unit.

An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving approval by the Board or Directors, or its designated subcommittee, as provided for in this Section 26. Reference to "Rentals" in this Section 26 shall also include Leasing. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. Any lease, lease renewal, or change in occupancy under, during, or along with a lease is referred to in Section 26 as a "Transfer." In the interest of protecting homeowners and their

families, preserving property values, and enhancing the quality of life within the community, this Section 26 shall govern rental agreements between Owners and tenants of homes within The Pines Community Services Association. Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).

A. Procedures.

1. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance and interview of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval. The Board of Directors may obtain a criminal background check and credit check on prospective lessees and has the power to promulgate new rules and regulations regarding tenant screening standards and fees from time to time.

2. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board or its designee neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

In addition to the foregoing, the Association may require that all Owners wishing to lease their Unit deposit with the Association an amount equal to one month's rent, as security, which the Association will deposit in an escrow account. Payment of interest, if any, claims against such deposits, refunds, and disputes relating to the security deposit shall be governed by Part II of Chapter 83, Florida Statutes.

3. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board or Sub Committee so votes, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny tenants on the basis of criminal background checks and/or credit checks. The Board or its designee shall analyze criminal background checks based on a case by case basis and make a decision based on the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property and its Members. The Association shall have the right to determine, through the Board of Directors, standards for screening tenants. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

- i. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs, and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
- ii. The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven (7) years since release from jail, only as pursuant to current HUD guidelines and as promulgated by law;

- iii. The prospective lessee or other intended occupants have been arrested and/or charged with a crime, only as pursuant to current HUD guidelines and as promulgated by law;
- iv. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
- v. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
- vi. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association.
- vii. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
- viii. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Association and/or Rules and Regulations of the Association;
- ix. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
- x. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.
- xi. The lessee(s) do not meet the minimum credit score requirements of a mid-range score of 675 as promulgated in the Rules and Regulations, which may be changed from time to time by the Board of Directors.
- xii. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

4. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

5. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 26 be violated.

6. Application Form. The Association shall be vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 26. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer

7. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 26; in the amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term. The Association shall perform annual background checks on all tenants over the age of eighteen (18) years old at the time of renewal.

B. Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

1. The Lessee and all occupants shall abide by all provisions of the Association Documents and reasonable Rules and Regulations, as amended from time to time.

2. All tenants leasing a Unit in the Pines Community Services Association must obtain renter's insurance covering the tenant's personal liability and personal belongings and naming the Association and Owner as an additional insured. Such insurance must stay in effect the entire length of occupancy.

3. The parties recognize that the Association, as agents for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Association Documents and reasonable Rules and Regulations, as amended from time to time. In the event that any tenant(s) of any Unit is in violation of any provision contained in the Association's governing documents, or any laws or ordinances, the Association shall have the right to evict the tenant(s) as if the Association were the landlord under such lease and levy an Individual Assessment against the Owner and Unit. In the event that the Association initiates eviction proceedings, the Owner of the Unit that is the subject of the eviction proceedings shall be liable to the Association for all attorney's fees and costs related to such eviction proceedings, and any unpaid attorney's fees and costs shall be levied against the Owner and Unit as an Individual Assessment and shall be a lien upon the Owner's Unit.

4. Subleasing; Renting Rooms. Subleasing of a Dwelling Unit shall be absolutely prohibited without the express written approval of the Board. Rooms may be rented in a Dwelling Unit with prior written consent and approval of the Board of Directors. No transient tenants may be accommodated in a Dwelling Unit. No timeshare or any other similar agreement is permitted.

5. Frequency of Leasing. No Dwelling Unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. If a tenant who has signed a lease, defaults on the lease or abandons the Unit before the expiration of the lease term, the Board shall have the right to

allow the Owner to find a replacement tenant at the Board's discretion. However, if the replacement tenant defaults or abandons the Unit, or if the term of the replacement Lease expires before the expiration of twelve (12) months after the date of the original lease, the Owner may not replace the replacement tenant until the twelve (12) month period has expired.

6. Minimum Length of Ownership Required. Notwithstanding anything in the Declaration of Covenants, Conditions, and Restrictions; Association's Bylaws; Articles of Incorporation; and Rules and Regulations to the contrary, no Unit may be leased by an Owner prior to twenty-four (24) months from the date of obtaining Ownership of the Unit by such Owner. In all other instances, leasing shall be permitted in accordance with the other provisions of this Declaration only upon the expiration of said twenty-four (24) months of Ownership, which for the purposes of this provision shall consist of twenty-four (24) consecutive months of record title Ownership. Any Owner that owns a Unit as of the effective date of this amendment and any institutional first mortgagee that holds a mortgage on a Unit as of the effective date of the amendment shall be deemed to have satisfied the twenty-four (24) month Ownership. The Board shall have the sole discretion to waive this leasing restriction prior to the expiration of the twenty-four (24) month Ownership period in cases resulting in undue hardship to the Owner. Such waiver shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner.

7. Governing Documents. It is the Owner's responsibility to make available to the lessee or occupants copies of all Association Documents including Rules & Regulations of the Association.

Section 27. Light Fixtures. Exterior lighting fixtures on the outside of the building shall be the maintenance responsibility of the Association. The Association shall not be responsible for any fixtures within the Unit Owner's courtyard.

Section 28. Mining and Excavation. No oil, gas, mineral, or other type of mining, excavating, drilling, refining, quarrying, or other similar activities of any kind shall be conducted on the Property. The terms of this Section shall not apply to the Association.

Section 29. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about The Pines Community Services Association. The Association shall not be responsible for any use of the facilities or Common Areas by anyone, including minors.

Section 30. No Subdivision. Except as otherwise stated herein, no Lot shall be subdivided.

Section 31. Noise. No Owner, resident or contractor at any time shall make or permit any disturbing noises in or about the Units or permit any conduct by his family, guests, employees or others which will interfere with the rights, comforts, or conveniences of other Occupants. In addition, no Occupant shall play or permit to be operated, a musical instrument, television, radio, sound system or other equipment in such a manner as to disturb or annoy other Occupants. Between the hours of ten o'clock (10:00) pm and eight o'clock (8:00) am Monday through Saturday, and ten o'clock (10:00) pm and noon on Sunday, no one shall operate, play, or cause to be operated or played, on the Property any radio, television, stereo system, sound amplifier of any kind, appliance, lawnmower, machine, musical instrument, equipment, or motor of any kind which makes any music, noise, or vibration, in such a manner as to be an annoyance or nuisance to other Occupants. Noise must be kept at an acceptable level. An acceptable level shall mean that noise from the above listed sources should not be heard beyond the boundaries of the yard from which the noise is generated.

Section 32. Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property, nor shall any noxious, foul, or offensive odor be permitted to exist or emanate from any Lot or Unit, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to Owners or Occupants of any other Lot or Unit. No offensive activity shall be carried out upon any Lot or within any Unit or in any part of the Common Areas, and each Owner, his or her family, tenants, guests, invitees, and employees shall refrain from any act or use of a Lot, Unit, or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Property, or which could result in a cancellation of any insurance for any portion of the Property, or which would be a violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Property without the written approval of the Board, which may establish restrictions on the time, place, and manner of such use. Any Owner or Occupant, or his or her family, tenants, guests, invitees, or etc. who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs of removal thereof or the sum of one hundred fifty dollars (\$150.00), whichever is greater, and such sum shall be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his or her Lot or Unit are subject and shall be subject to a lien.

Section 33. Paint. Exterior Dwelling Unit walls including courtyard fencing shall be repainted by the Owner as needed but in any event within forty-five (45) days after notice by the Committee. The color must remain the same and shall be uniform to the other Dwelling Units.

Section 34. Party Walls. Each wall that is built as a part of the original construction of each Unit placed on the dividing line between the Lot of such Unit shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who share such party wall. If the damage or destruction of a party wall is caused by the negligence or willful misconduct of any one (1) or more Owners, such negligent Owner(s) shall be responsible for the entire cost of repair or replacement. If any Unit Owner(s) shall neglect to or refuses to pay his/her share, or all of such cost in the case of willful intent of negligence or willful misconduct, any other such Owner may have such party wall replaced or repaired and shall be entitled to a lien on the Unit of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost. In addition, the Association may elect to repair or replace the party wall and charge the Owner(s) responsible as an Individual Assessment.

Section 35. Patios and Courtyards. No grills, gym equipment, or other equipment may be placed or stored on the exterior balconies of the courtyards or patios of Units. Nothing shall be placed in or on the balconies or porches that could fall or cause injury. No laundry, bathing suits, towels, carpets, or other items shall be hung or displayed on or from any balcony, porch, or courtyard fence. No personal property may be placed in the courtyard that exceeds the height of the fence and can be seen from the exterior of the courtyard without prior written approval of the Board of Directors.

Beginning with a hurricane watch and ending when the storm danger is passed all movable objects shall be cleared from balconies, porches, and courtyards. Furthermore, Owners and occupants must remove all furniture, movable objects from balconies, porches, and courtyards prior to their leaving

for the season or for any extended period. Any Owner who fails to abide by the foregoing shall entitle the Association to enter upon the balcony, porch, or courtyard to remove same, whereupon the Association shall levy a Charge against the Owner concerned, which Charge shall be collectible as Charges are collected under this Declaration.

Plants and landscaping by Unit Owners shall be permitted only within two (2) feet outside a courtyard fence and shall not be permitted without prior written approval of the Board of Directors.

Section 36. Pest Control. The Owner or Owners of each Lot shall be responsible for insect and pest control within the Lot and Dwelling Unit.

Section 37. Pets. The Board shall have the right to make rules relating to pets from time to time, which shall be incorporated by reference herein. All pets residing in the Pines Community Services Association shall be grandfathered in at the time of the recording of this document. In the event a pet no longer resides with an Occupant by reason of death or for any other reason, said pet may only be replaced subject to the provisions in this Section 37.

All pets and animals shall be restricted to those animals generally considered as household pets, such as dogs, cats, or pet birds, as permitted by Palm Beach County Ordinances up to a limit of two (2) such pets and otherwise as set forth in the rules and regulations determined from time to time by the Board, and must be contained upon the premises of respective Owners. animals shall not be kept for commercial use or purposes. Pets may not harass wildlife. No Owner or Occupant shall permit a pet to make an unreasonable amount of noise or to become a nuisance to others. No structure shall be constructed or maintained for the care, housing, or confinement of any pet. No pet owner shall allow pet excrement to be left on any portion of the Property. The person walking the pet or the Owner shall clean up all matter created by the pet. The owner of a pet shall immediately remove the same. Occupants will not allow any organic matter from an Occupant's aquarium to enter any water body. This prohibition includes both plant and animal matter. Obnoxious animals and all livestock and poultry such as cows, roosters, guinea hens, swine, snakes, iguanas, goats, ducks, geese, chickens, or other fowl, etc. are specifically prohibited. Notwithstanding the above provisions, no pets or animals which constitute a nuisance to surrounding Owners shall be kept upon the Property. A determination by the Board that an animal or pet kept or harbored in a Dwelling Unit is a nuisance shall be conclusive and binding on all parties. No stable, livery stable, or riding academy shall be erected, constructed, carried on, kept, permitted, or maintained, nor shall any horses, ponies, donkeys or burros, be kept upon any part of any Lot. All dogs shall be walked on a leash. No dog shall be permitted outside a Family Dwelling Unit unless such dog is kept on a leash. No pet or animal shall be "tied out" on the exterior of a Dwelling Unit or in the Common Areas or left unattended in a yard. Each Owner shall be responsible for the activities of its pet. Any victim of a dog bite from an Owner's dog shall have the remedies as set forth under Florida Statute 767.12, as may be amended from time to time. In the event a victim is pursuing their remedies pursuant to the above-referenced statute, or in the event a pet is considered a nuisance by the Board, the Board shall have the right to require removal of the pet from the Association. 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. In the event a dog has been left unattended outside a fenced enclosure as required hereunder, the Owner shall be required to abide by the definition of a proper enclosure of a dangerous dog as defined under Florida Statute 767.11 as may be amended from time to time.

Section 38. Sale of Dwelling Unit. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and

facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the Ownership of a Unit shall be subject to the following provisions so long as the Association exists which provisions each Owner of a Unit agrees to observe.

A. Transfers Subject to this Section 38

1. Sale or Gift. No Owner may dispose of a Dwelling Unit or any interest in the Dwelling Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors,

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Dwelling Unit shall be subject to the approval of the Board of Directors.

Other Transfers. If any person acquires title in any manner not considered in the foregoing Sections (1) or (2), his right to occupy or use the Dwelling Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Dwelling Unit before being approved by the Board of Directors).

The foregoing is sometimes referred to in this Section 38 as a "Transfer."

B. Procedures

1. Notice to Association.

i. Sale or Gift. An Owner intending to make a sale or gift of his Dwelling Unit or any interest in the Dwelling Unit shall give the Board of Directors written notice of such intention along with a copy of the sales contract and any other information the Board of Directors deems necessary. The Board may require the personal appearance and interview of any purchaser(s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval. The Board of Directors may run a criminal background and/or credit check on prospective purchaser or donees and has the power to promulgate new rules and regulations regarding sales and transfers from time to time.

ii. Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her Ownership and submit a certified copy of the instrumental evidencing his/her Ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

iii. Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchase, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for the Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or

Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval to the transferee.

3. Disapproval.

(a) A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny prospective purchasers or occupants on the basis of criminal background checks. The Board or its designee shall analyze criminal background checks on a case by case basis and make a decision regarding the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property, and its Members. The Association shall have the right to determine, through the Board of Directors, standards for screening prospective purchasers and occupants. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

(i) The person seeking approval or intended occupants have been convicted of a crime within the past seven (7) years, or, if they have been incarcerated, in the last seven years since release from jail only as pursuant to current HUD guidelines and as promulgated by law;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

(iii) The person seeking approval or other intended occupants have been arrested and/or charged with a crime, only as pursuant to current HUD guidelines and as promulgated by law;

(iv) The application for approval on its face indicates that the person seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restriction applicable to the Association and/or the Rules and Regulations of the Association;

(v) The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;

(vi) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Association and/or Rules and Regulations of the Association, by his conduct in this Association as tenant, Owner, or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or

(vii) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner or provided false information during the application process.

(viii) The person seeking approval does not meet the minimum credit score requirements of a mid-range score of 650 as promulgated in the Rules and Regulations, which may be changed from time to time by the Board of Directors.

C. General Provisions.

1. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belonging by injunctive relief or by other means provided in this Declaration should this Section 38 be violated.

2. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchaser or new Owners, and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, new Owners, and occupants within the time limits extended to the Association for that purpose as set forth in this Section 38. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

3. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 38; in the amount not to exceed the maximum allowed by applicable law from time to time.

4. Limitations on Ownership. No person shall own, in whole or in part, more than two (2) Units. The term "person" shall mean and refer to Ownership individually or by an entity in which the person has any interest. In addition, no person or entity may purchase more than two (2) Units by using a "straw" purchaser to circumvent the intentions of this paragraph. Any Owner or Owners who own more than two (2) Units as of the effective date of this Declaration shall be grandfathered in but may not purchase any other Units until which point in time they own less than two (2) Units and are in compliance with this provision.

5. Certain Exceptions. This Section shall not require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale,

Proviso. This Section 38 shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with Florida Statutes all other provisions of the Association Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Section 38 above.

Section 39. Screened Enclosures. No screened enclosures shall be permitted. Any screened enclosures that are already in place at the time of recording of this Declaration shall be grandfathered in, but in the event that a Unit transfers ownership the screened enclosure must be removed. In addition, any screened enclosure that is damaged in any event shall be removed and may not be replaced.

Section 40. Septic Tanks. No septic tanks, cesspools, or similar sewage facilities or oil tanks

shall be or may be installed on the Property. No bottle gas tanks or soft water tanks may be installed or maintained on any Lot or Unit.

Section 41. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, advertising, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed outside of the courtyard fence without prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit Boards). In addition, one for sale or lease sign may be displayed in a single bedroom window. The Board of Directors, on behalf of the Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established by this Declaration. Notwithstanding the foregoing, one portable, removable United States flag shall be permitted without ACC approval. However, the flag must be displayed in a respectful manner, consistent with Title 36 U.S.C. chapter 10. Furthermore, any flag or flag pole allowable under Florida Statute 720.304 shall be permitted without ACC approval.

Section 42. Solar Panels and Energy Conservation Equipment. Except as expressly permitted by law, the ACC must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Unit. All such equipment must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems and conform to State law and local ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than ten (10) feet above the surface of the roof of a Unit, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portions of the Unit to which such equipment is installed. This provision is not intended to prohibit or unlawfully restrict the use of solar energy devices.

Section 43. Solicitation. No commercial solicitations of any kind shall be permitted on any portion of the property. No email solicitations, door-to-door sales or solicitations, including fundraisers, shall be conducted on the Property without prior approval from the Association. Advertising, brochures, and flyers for commercial solicitations may not be hand delivered, including to mailboxes, but they may be mailed to residents. Violators shall be reported to the Association Property Manager.

Section 44. Sports Equipment. No recreational, playground, or sports equipment shall be installed or placed within or about any portion of The Pines Community Services Association without prior written consent of the ACC. No basketball backboards, skateboard ramps, bike racks or stands, or play structures located outside of the confines of the courtyard will be permitted without prior written approval by the ACC. Tree houses or platforms of similar nature shall not be constructed on any part of a Dwelling Unit. Basketball hoops are permitted inside the confines of each Unit Owner's courtyard.

Section 45. Traffic Regulations. Only drivers licensed to operate motor vehicles by the State of Florida or by any other state in the United States may operate any type of motor vehicle or battery operated vehicle on any street or elsewhere within the Common Areas. All vehicles of any kind and nature which are operated on the streets in the Property shall be operated in a careful, prudent, safe, and quiet manner, and with due consideration for the rights of all Occupants of the Property. Except as needed for construction and maintenance, no motorized vehicle may be operated off of paved roads or streets.

Section 46. Trash and Garbage. Trash collection and disposal procedures established by

Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. Each Owner shall keep his Lot free and clear of trash and debris and shall reasonably maintain his Lot. No Lot shall be used or maintained as a dumping ground for rubbish, and all Owners shall confine their yard trash to their own Property or Lot. All garbage will be placed within a trash bag. All trash/recycling containers shall be kept from view except on pick up day. At all other times trash/recycling containers must be stored out of view from adjoining properties and common areas. The trash containers shall not be placed by the streets earlier than seven o'clock (7:00) pm the day before garbage and refuse are customarily collected. The garbage cans and trash containers shall be placed within six feet (6') of the road and shall not be placed where the containers will interfere with the mail delivery. All trash/recycling containers shall be removed on the same day that the collection is made. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

Section 47. Utilities. The Owner of a Lot agrees to be financially responsible for all utilities, such as telephone, electric, etc., that may be separately billed or charged to each Dwelling Unit.

Section 48. Vehicles. The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions therein contained. The Board of Directors may grant exception to the above restrictions for fair housing purposes. The Board may adopt reasonable Rules and Regulations in regards to this Section which may be changed from time to time as the Board deems necessary. All vehicles parked overnight must have a valid registration and must be approved and registered with the Association. Approved vehicles shall display a decal issued by the Association at all times while parked on Association Property.

A. **Parking.** Owners' automobiles shall be parked in the appropriate parking spaces, as appropriate, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of The Pines Community Services Association or a Lot except on the surfaced parking area thereof. Owners and occupants of Lots may not park, store, or keep such vehicles on adjacent roads and streets. No lawn maintenance vehicles shall park in the grass. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in The Pines Community Services Association. Vehicles larger than (3/4) ton that are registered with the Association prior to the recording of this Declaration shall be grandfathered in. Commercial vehicles are permitted but must be approved in advance by the Board of Directors. Any Owner who drives an automobile issued by the County or other governmental entity (i.e. police cars), such automobile shall not be deemed to be a commercial vehicle.

B. **Prohibited Vehicles.** Boats are not allowed to be kept within The Pines Community Services Association. No motorized boats or other watercraft of any type or nature shall be permitted upon any lake, canal, or waterway in the Association except those used in performing maintenance upon a lake, canal, or waterway or their banks or shore, except as may be permitted by the Association.

No limousines, recreational vehicles, and/or trailers including, but not limited to, boat trailers, horse trailers, and trailers of every other type, kind or description, or camper, may be kept within The Pines Community Services Association. Trailers shall include those vehicles as defined in Section 320.01(4), Florida Statutes (2007) and mobile Dwelling Units shall include those vehicles as defined in Section 320.01(3) Florida Statutes (2007). No unlicensed driver shall operate any all-terrain or other off road vehicle, go-cart, or golf cart upon Association streets or common areas.

Other prohibited vehicles or items include: golf carts; agriculture vehicles; monster trucks, dune buggies; swamp buggies, and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis or tractor trailers; buses; limousines; travel trailers; motorcycle delivery wagons; campers; recreational vehicles; mobile Dwelling Units or mobile houses; truck mounted campers attached or detached to the truck chassis; motor Dwelling Units or motor houses; boat and boat trailers; motor vehicles that are eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies or PODS; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of a vehicle; vehicles that are noisy, unsightly, or junkers, or which have flat or missing tires.

Permitted Number of Vehicles Per Unit. Due to limited parking areas and to allow all residents the enjoyment and convenience of available parking, Owners and occupants of Lots are permitted to park the following number of permitted vehicles on Association Property, depending on the size of the Unit:

- a. Two-Bedroom Unit: A maximum number of two vehicles with one assigned parking space and one guest parking space.
- b. Three-Bedroom Unit: A maximum number of three vehicles with one assigned parking spaces and two guest parking spaces.

Any Units which presently exceed the number of permitted vehicles shall have the additional vehicles grandfathered in, provided the Owner or Tenant had the vehicle registered with the Association on or before April 01, 1996, and further providing that a decal issued by the Association be appropriately displayed on the vehicles.

D. Unsightly Vehicles. Owners and occupants of Lots shall not park, store, or leave or permit parking or storing of any vehicle, which is in rusted, wrecked, junked, partially dismantled, inoperative, or abandoned condition, whether attended or not upon their Lot or adjacent Lots or adjacent roads or streets. Further, no personal property including but not limited to ladders or equipment shall be stored in the bed of trucks or viewable from the exterior of a vehicle.

E. Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on The Pines Community Services Association for more than twelve hours. No repair or maintenance of vehicles shall be made within The Pines Community Services Association except for emergency repairs replacing battery, tires, or fluids as needed. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within public view.

F. Additional Regulations and Towing. No vehicle shall be used as a domicile or residence, either temporary or permanent. No cars may be parked on the roads after 2:00 am without prior notification to the Board of Directors, and then only on a temporary basis. In the event any vehicle is improperly parked in the Association in violation of this Section or the Rules and Regulations, the Association (or at the Association's direction a towing company) may enter the Lot or the Common Areas and remove the vehicle and assess all costs incurred by the Association for such removal against the Unit and the Owner responsible for the parking of the vehicle on the Association, and such Assessment shall become a lien on the Lot. The Association and its Officers, Directors, agents, and employees, shall not be liable to the vehicle's Owner or any other person or entity or any property Owner for trespass, conversion, property damage, other damage or cost or expense, nor guilty of any criminal

act, by reason of such towing. Once the notice is posted on the vehicle or personally served to the Owner of the property upon which the vehicle is parked, neither its removal, nor failure of the Owner to receive such notice for any other reason, shall be grounds for relief of any kind against the Association. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, a "vehicle" shall also mean vans, campers, recreational vehicles, mobile Dwelling Units, and trailers.

G. Use Fees for Additional Parking. The Board of Directors may charge a use fee for the lease of additional assigned parking space from time to time.

Section 49. Water Supply. No wells or individual water supply systems shall be permitted on any Lot without Board Approval.

Section 50. Wetlands and Mitigation Areas. The Common Areas shall include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

Section 51. Wildlife. Occupants may not tame, acquire, keep, or confine any form of wildlife. Young or injured wild animals found or acquired cannot be kept or reared, and must be surrendered to a professional rehabilitative care center. Garden ponds and birdbaths will be maintained in good order to prevent the proliferation of noxious Insects (such as mosquitoes), toxic blue-green algae, bacterial pathogens, or wildlife that could present a problem for people if present in such numbers or places where conflict would occur. Wild animals will not be purposefully injured or killed by Occupants. However, lethal control of commensal rodents may be conducted by Occupants or registered pesticide applicators, but must be done in strict accordance to Association guidelines and state laws. Owners may provide the following habitats for Wildlife at their Units: native vegetation, bird feeders, nesting boxes, shelter boxes, garden ponds, and bird baths. Except as specifically provided by the prior sentence, feeding wildlife is prohibited. Wildlife may not be indirectly fed by leaving food out for companion animals. Feeders and human-supplied water sources, including birdbaths, will be kept clean so that disease is not transmitted. Feeders should be protected from raiding by mammals such as raccoons. Resolutions to conflict between humans and wild animals will first be attempted using non-lethal means, except under extreme and immediate circumstances where human safety or the safety of a companion animal is imminently threatened. Wildlife control, including nonlethal actions, will not be conducted simply because an Occupant considers the mere presence of a wild animal to be a "pest" or "nuisance." The approach to wildlife conflict resolution will follow a series of steps, including (a) the conflict is identified, (b) the species causing it is determined and, if possible, the individual animal is identified, (c) methods to resolve the conflict ranging from least to most invasive and injurious are identified, and (d) an action plan that ensures the least injurious and invasive approach suitable is evaluated and undertaken before other measures are considered. Occupants shall attempt to resolve human-wildlife conflicts by changing human practices (such as trash management and securing stored food), modifying habitats (changing plantings or managing landscapes), and/or structural modifications (fencing or other methods to exclude animals). Nests of native or migratory birds will not be taken, moved or interfered with in any manner as stipulated under applicable state and federal law. No wild animal den or nest of unprotected bird species may be disturbed, moved, or altered except as part of a planned conflict abatement program, or under compelling circumstances of human health, safety, or security needs. Young will not be taken or moved from dens or nests but allowed to mature until they naturally disperse.

Section 52. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets, or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Dwelling Unit, or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Dwelling Unit without prior written approval by the ACC. No awnings, canopies, or shutters shall be affixed to the exterior of a Dwelling Unit without the prior written approval by the ACC.

Section 53. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Dwelling Unit.

Section 54. Yard Sales. No yard sales are permitted unless approved in advance by the Board.

Section 55. Failure of Owner to Discharge Obligations. In the event that the Board of Directors determines that (i) any Owner has failed or refuses to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner or Occupant, or his or her family, tenants, guests, or invitees, then, in either event, the Association, except in the event of an emergency situation, shall give such Owner or Occupant written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner or Occupant, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or Occupant, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of an emergency situation, or the failure of any Owner or Occupant to comply with the provisions hereof after notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, repair, or replacement at the sole cost and expense of such Owner or Occupant, as the case may be, and, (i) in the case of an Owner or Occupant, said cost shall be added to and become a part of the Assessment to which such Owner and his or her Lot or Unit are subject and shall become a lien against such Owners' Lots or Units. In the event the Association provides any of the foregoing maintenance, repair, or replacement, the Association shall not be obligated to procure bids for such maintenance, repair, or replacement and the Association, in its sole discretion, shall designate a contractor to perform such work.

Section 56. Additional Rules and Regulations. The Board of Directors may from time to time adopt, in addition hereto, additional Rules and Regulations governing the Association, which Rules and Regulations shall be incorporated herein by reference and which may be modified, in whole or in part, at any time by the Board of Directors without the necessity of recording an amendment hereto or thereto in the public records. The Board of Directors shall provide the Members with ten (10) days' notice of any additions or modifications to the Rules and Regulations.

Section 57. Right of Association to Enforce. The Association shall have the right to enforce the Use Restrictions in this Article VIII by suspending, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines pursuant to Article 8 hereof.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose. In order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots, Units, and any and all Improvements located therein or thereon shall be subject to the restrictions set forth in Article VI herein. Every grantee of any interest in a Lot or Unit, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article VIII.

Section 2. Members of the ACC. The architectural control Committee shall sometimes be referred to in this Declaration as the "ACC". The Board of Directors shall establish the Architectural Control Committee or shall comprise the ACC and shall have discretion to choose the number of Members on the ACC but in no event shall there be fewer than three (3) Members which may or may not be Members of the Board of Directors, an Owner, or Member of the Association. Each Member of the ACC shall be appointed by the Board of Directors and shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the ACC may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all Members of the ACC. In the absence of the ACC, the Board shall perform all duties of this Article VIII and in that event, the term "ACC" wherever used herein shall be construed to mean "The Board."

Section 3. Meeting of the ACC. The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may, from time to time by resolution unanimously adopted in writing, designate a ACC representative (who may, but need not, be one of its Members) to take any action or perform any duties for and on behalf of the ACC. Except the granting of variances pursuant to Section 13 hereof. In the absence of such designation, the vote of a majority of the Members of the ACC shall constitute an act of the ACC.

Section 4. Compensation of Members. The Members of the ACC shall receive no compensation for Services "rendered", other than reimbursement for expenses incurred by them in the performance of their duties thereunder.

Section 5. ACC Discretion.

A. The ACC, is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ACC in performing its functions set forth herein. The ACC may establish fees, payable by the Owner of the Property or Unit as an Individual Assessment, sufficient to cover the expenses of reviewing applications, plans and related data, and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

B. The Board or ACC with the Board's approval is hereby authorized to promulgate from time to time, specific architectural standards, policies, and guidelines (the "Standards") governing the construction, location, color, landscaping, and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Section 6. Any such Standards published by the Board shall be binding and enforceable on all

Owners with respect to all improvements on the Property requiring the approval of the Board.

Section 6. Review of the Proposed Construction.

A. The Board of Directors and/or ACC shall establish architectural guidelines and rules and regulations applicable to the Association, which may be revised by the ACC from time to time and approved by the Board of Directors.

B. Architectural Approval. To preserve the Architectural and aesthetic appearance of the Property, no material alteration, addition, improvement, modification, change or other improvements of any nature whatsoever shall be made or maintained upon any Lot or Unit, which affects the exterior appearance of any Lot or Unit, including, without limitation, the construction or installation of mailboxes, decks, patios, courtyards, gutters, rain spouts, antennas, landscape, awnings, walls, fences, exterior lighting, or other buildings, nor shall any canopy, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Dwelling Unit or building by any person, unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of the same ("Application") shall have been submitted to and approved in writing by the Committee as to the compliance of such plans and specifications with such Standards as may be published by the ACC from time to time. The ACC shall not be required to review an Application until it is complete. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request. If the proposed construction, alterations, or additions are to a portion of the improvements which the Association is obligated to maintain, said approval may also be subject to approval by the Board of Directors. The ACC may condition its approval of proposals in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. The ACC shall review complete Applications and either approve or disapprove the Application, in writing, within thirty (30) days. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within a Unit and a courtyard, if not visible from the street, which do not affect the exterior appearance without the necessity of approval or review by the Board. The ACC shall have the sole and absolute discretion to determine whether plans and specifications submitted for approval conform to the Community-Wide Standard. Following approval of any plans and specifications by the ACC, representatives of the ACC shall have the right during reasonable hours to enter upon and inspect any Lot, Unit, or other improvements with respect to which construction is underway to determine whether or not the approved plans and specifications are being complied with. In the event the ACC shall determine that such plans and specifications have not been approved or are not being complied with, the ACC shall be entitled to demand and/or enjoin further construction and require the removal or correction of any work in place which has not been approved or does not comply with approved plans and specifications. In the event the ACC fails to approve or disapprove in writing any proposed plans and specifications meeting all requirements of this Section within sixty (60) days after such plans and specifications and all other materials with respect thereto as the ACC may request, shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed Improvements are generally in harmony with the scheme of the Property as set forth in this Declaration. Refusal to approve plans and specifications may be based by the ACC upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious. Except in cases of emergency repairs, no construction or yard maintenance performed by anyone other than the Owner shall occur on a Sunday. No contractors hired by an Owner may be allowed within Association to perform work on Sunday. Saturday work by a contractor hired by

an Owner may commence no earlier than eight o'clock (8:00) am and must end by five o'clock (5:00) pm. The ACC must have the license and insurance information on any contractor performing work within the Association, which must be provided to the ACC at the time of applying for approval for said work.

C. Landscaping Approval. To preserve the aesthetic appearance of the Property, no landscaping, clearing, gardening, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner unless and until the plans thereof have been submitted to and approved in writing by the ACC. The provisions of Section 6 regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, gardening, excavation, or filling. No Owner shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation without obtaining the prior approval of the ACC, except as expressly permitted by the Rules and Regulations. Dead or diseased shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot or Unit by the Owner of such Lot or Unit as the case may be.

D. Disclaimer as to ACC Review, Approval Not Guarantee. No approval of plans and specifications and no publication of Standards shall be construed as representing or implying that such plans, specifications or Standards will, if followed, result in properly designed or constructed improvements. Such approvals and Standards shall in no event be construed as representing or guaranteeing that any residential Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association, Board nor the ACC shall be responsible or liable for (i) any defects of any plans or specifications submitted, revised, or approved pursuant to the terms of this Article VIII, (ii) any loss or damage to any person arising out of approval or disapproval of any plans or specifications, (iii) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances or regulations, or (iv) any defects in construction undertaken pursuant to such plans and specifications.

E. Building Restrictions. All buildings and other structures shall be constructed in compliance with any regulations.

F. Notwithstanding the requirement above that all Dwelling Units and the improvements constructed in connection therewith be constructed by an Approved Builder, the ACC may establish Rules and Regulations governing the renovation of existing Dwelling Units and the construction of improvements constructed in connection therewith, which Rules and Regulations may, but are not required to, permit certain improvements to be constructed by a contractor other than an Approved Builder.

G. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 7. Damage to Buildings. Any Unit which has suffered damage may apply through the Owners thereof for approval to the Architectural Control Committee for reconstruction, rebuilding, or repair of the improvements therein. The Architectural Control Committee shall grant such approval only if upon completion of the work and the exterior appearance will be substantially like that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, Architectural Control Committee approval will not be required prior the commencement of such work so long as the exterior appearance will be substantially like that which existed prior to the date of the casualty.

The Owner or Owners of any damaged building, the Association and the Architectural Control

Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within thirty (30) days after the damage occurred and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond their reasonable control.

Section 8. No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent, as to any similar proposals, plans and specifications, and drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 9. Construction of Improvements. No temporary house, shack, tent, or other outbuilding shall be permitted on any Lot at any time, except for temporary structures for construction or for social functions, as may be permitted by Rules and Regulations promulgated by the Board or ACC. During any construction by an Owner, such Owner shall require its contractors to maintain the Lot and Unit in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers, and the construction site shall be kept secure by the use of temporary fences during construction. Upon completion of construction, such Owner, as the case may be, shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot or Unit on which such construction has been completed.

Section 10. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

A. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC. Upon the completion for any work for which approved plans are required under this Article, the applicant (the "Applicant") for such approval shall give written notice of completion to the ACC.

B. Within sixty (60) days thereafter, the ACC may inspect such improvement. If the ACC finds that such work is not in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within said sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same. If the ACC requests additional time, the 60-day period provided for herein shall be extended for a reasonable period.

C. If upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ACC shall so notify the Applicant of such failure. Upon Notice and Hearing, the ACC shall determine whether there is noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the ACC ruling. If the Applicant does not comply with the ACC ruling within such period, the ACC, at its option, may either seek enforcement by equitable action to force compliance, or remove the noncomplying Improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly remitted by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement, which Special Assessment shall become a lien upon the property and shall be treated as an unpaid Regular Assessment.

D. Court Costs. In the event that it becomes necessary to resort to litigation to determine the

propriety of any constructed improvement or to cause the removal of any unapproved improvement, the Association and/or ACC shall be entitled to recover court costs, expenses, and attorneys' fees and paraprofessional fees at all levels, including appeals, collections, and bankruptcy, in connection therewith.

E. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other Rules and Regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Dwelling Unit stating that the improvements on the Dwelling Unit fail to meet the requirements of this Declaration and that the Dwelling Unit is subject to further enforcement remedies.

F. Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Dwelling Unit, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a Member or Members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 12, therein.

Section 11: Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

A. Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in The Pines Community Services Association shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed in a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in The Pines Community Services Association shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in The Pines Community Services Association, and no construction materials shall be stored in The Pines Community Services Association - subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed from the property on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Dwelling Units in The Pines Community Services Association or be placed anywhere outside of the Dwelling Unit upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled, and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations, and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail in any regard to comply with the requirements of this Section, the ACC may require that such Owner or Contractor post security with Association in such form and amount deemed appropriate by the ACC in its sole discretion.

B. There shall be provided to the ACC, if requested, a list (name, address, telephone number, and identity of contact person), of all contractors, subcontractors, materialmen, and suppliers (collectively, "Contractors") and changes to the list as they occur in relation to the construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into The Pines Community Services Association as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

C. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in The Pines Community Services Association. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors, and their respective employees within The Pines Community Services Association. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within The Pines Community Services Association and each Owner shall include the same therein.

Section 12. Non-Liability of Members. Neither the Association, nor the Board, nor any Member thereof, nor its duly authorized Board Representative, nor any ACC or Committee Members shall be liable to the Association or to any Owner or any other person or entity for loss, damage, or injury arising out of or in any way connected with the performance of the Board's or ACC's duties hereunder, unless due to the willful misconduct of a Member and then only that Member shall have any liability. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, repainting, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Association. The ACC shall take into consideration the impact on surrounding area, the aesthetic aspects of the architectural designs, the placement of buildings, landscaping, color schemes, exterior finishes, materials, and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 13. Variance. The Board may authorize variances from compliance with any of the architectural provisions from time to time in existence as a result of this Declaration, the Rules or any Supplemental Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing, which must be signed by a majority of the Members of the Board. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration, the Rules, or of any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any government or municipal authority. The granting of a variance in one instance shall not waive the rights of the Board to refuse to grant a variance in any other instance, whether or not such other instance is similar in nature, if the policy of the Board has changed subsequent to the initial variance or if based upon experience obtained with respect to the initial variance. Any variance granted, or not granted, shall be subject to the approval of the Board, and any decision concerning same shall not be binding until approved by the Board.

ARTICLE IX RULE MAKING AND ENFORCEMENT

Section 1. Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable Rules and Regulations concerning the use and transfer, sale, or lease of Lots, Units, and the Common Areas and facilities located thereon. Copies of such Rules and Regulations and Amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Rules and Regulations and Amendments thereto. The Rules and Regulations need not be recorded in the Public Records. Such Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees, employees, and agents, until and unless any such rule or regulation is specifically overruled, canceled, or modified by the Board of Directors or at a regular or special meeting of the Association. The Common Areas shall be used in accordance with this Declaration and the Rules and Regulations promulgated hereunder. The Board of Directors shall provide the Members with ten (10) days' notice of any additions or modifications to the Rules and Regulations.

Section 2. Authority and Enforcement. Subject to the provisions of Section 3, upon the violation of this Declaration, the Bylaws or any Rules and Regulations duly adopted hereunder, including without limitation, the failure to timely pay any Assessments, the Board shall have the power (i) to impose monetary fines against the Owners or Occupants who are guilty of such violations, which fines shall constitute an equitable charge and a continuing lien upon the Owner's Unit until paid, (ii) to suspend an Owner's right to vote on Association issues or elections, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of the Recreational Facilities located on the Common Areas. The Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his or her family, guests, or tenants or by his or her Occupants or co-Owners or the family, guests, or tenants of his or her Occupants or co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter not to exceed ninety (90) days per Violation, with the exception of continuing violations, including nonpayment of fines and Assessments, which shall result in suspended use until resolved.

Section 3. Procedure. The Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees, employees, and agents. Rules violations shall be reported to the Association in writing. The procedure for enforcement of this Declaration or the Rules and Regulations shall be as follows:

A. Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Association. Said Committee shall comprise at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

B. Hearing: The alleged non-compliance shall be presented to the Compliance Committee so appointed by the Board of Directors at which hearing the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision shall be submitted to the Owner by no later than fifteen (15) days after the meeting.

C. Amounts: The Board of Directors (if the Compliance Committee's findings are confirmed against the Owner) may impose special assessments against the Unit owned by the Owner as fines which may not exceed one hundred dollars (\$100.00) per day, or the maximum amount allowed by law, without a limitation on aggregate of the amount due.

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

E. Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein, to the greatest extent permitted by law.

F. Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

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

H. Attorney's Fees: In the event that the Association is the prevailing party with respect to any litigation respecting this Article IX, it shall be entitled to recover all of its attorney's fees and paraprofessional fees and costs at trial and upon appeal.

Section 4. Owners Liability and Additional Enforcement Measures.

A. Right to Cure. Should any Owner do any of the following:

- i. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or
- ii. Cause any damage to any improvement or Common Areas; or
- iii. Impede Association from exercising its rights or performing its responsibilities hereunder or;
- iv. Undertake unauthorized improvements or modifications to a Dwelling Unit or the Common Areas;

then the Association, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Dwelling Unit and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections, and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

B. Non-Monetary Defaults. In the event of a violation by any Owner, other than the

nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

- i. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- ii. Commence an action to recover damages; and/or
- iii. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorney's fees and paraprofessional fees at all levels including appeals, collections, and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

ARTICLE X ASSESSMENTS

Section 1. Purpose of Assessments. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, welfare, common benefit, and enjoyment of the Owners and Occupants of the Property, and maintaining the Property and improvements therein, all as may be authorized in this Declaration, the Articles, the Bylaws and as may otherwise be determined from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot or Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association (i) Annual Assessments, such Assessments to be established and collected as provided in Section 3 hereof, (ii) Special Assessments, such Assessments to be established and collected as provided in Section 4 hereof, (iii) Individual Assessments against any particular Lot or Unit which are established pursuant to the terms of this Declaration as provided in Section 5 hereof, (iv) Reserves as established and collected as provided in Section 6 hereof, and (v) any other Assessment. Any such Assessment shall be a charge and a continuing lien upon the Lot or Unit, the Owner or Occupant of which is responsible for payment. Non-payment or late payment of such an Assessment fifteen days after it is due is subject to Simple Interest charged at the rate of eighteen percent (18%) per annum, or the highest rate allowed by Florida law as such may change from time to time, whichever is greater, and also late fees in an amount as may be determined by the Board from time to time, any court costs and attorneys' fees incurred to enforce or collect such Assessment. Each Owner shall be personally liable for Assessments coming due while he or she is the Owner of a Lot or Unit, and his or her grantee shall take title to such Lot or Unit subject to the charge and continuing lien thereof, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee thereof. Any purchaser of a Lot or Unit through a Foreclosure sale shall thereafter be subject to all future Assessments and shall be responsible for any unpaid prior Assessments and all other sums due, which sums including fines, legal fees, interest, late fees, and costs for repairs, which are hereby counted as Assessments, to the maximum extent permitted by Florida law. In the event of co-Ownership of any Lot or Unit, all of such co-Owners shall be jointly and

severally liable for the entire amount of such Assessments and shall pay in such manner and on such dates as may be fixed by the Board of Directors, time being of the essence, provided that unless otherwise provided by the Board, the Annual Assessments shall be paid in quarterly installments.

Section 3. Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the end of the Association's calendar year to prepare and adopt in accordance with procedures required by law, a budget covering the estimated Common Expenses during the coming year. The Board of Directors shall also cause to be prepared an annual balance sheet and operating statement for each fiscal year, a copy of which shall be to each Member and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board of Directors. The Board shall cause the proposed budget and the proposed total of the annual Assessments to be levied against Lots and Units for the following year, or written notice that such budget is available at the Association's offices, to be delivered in accordance with this Declaration to each Owner at least fifteen (15) days prior to the Board of Directors meeting called for the purpose of adopting the budget and the Annual Assessment. The budget and the Annual Assessments shall become effective unless disapproved at the annual meeting. If any budget at any time proves inadequate for any reason, then the Board, at the election of the Association, shall make the difference to the calculation of Annual Assessments, as applicable, for the next ensuing fiscal year or levy a Special Assessment as provided in Section 4 hereof, to be immediately collected from Owners. Each Lot and Unit shall be subject to annual Assessments which must be fixed equally at a uniform rate among every Lot and Unit. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year subject to a maximum five percent (5%) increase in each line item of the preceding year's budget. The Board of Directors shall fix the amount of the Common Assessment against each Owner at least thirty (30) days in advance of each annual Assessment.

The budget may include, but is not limited to, the following listed line items:

A. All expenses necessary to meet the Association's responsibility to maintain the Common Areas and to maintain landscaping of Units in accordance with the requirements of this Declaration, including, by way of illustration and not as obligation, such Common Areas expenses as irrigation, grass cutting, trimming, fertilizing, pest control of the Common Areas, and the like.

B. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges for water, electricity, telephone, sewer, cable television, and any other type of utility or service charge.

C. The premiums on any policy or policies of Insurance required under this Declaration, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

D. The costs of administration for the Association, including any secretaries, bookkeepers, managers, and other employees necessary to carry out the obligations and covenants of the Association under this Declaration, including the collection of sums owed by a particular Lot. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the

Association's expense on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals).

E. The costs of any Community Control Program, including any security personnel and electronic gate security.

F. All taxes levied or assessed upon the Common Areas by any and all taxing authorities, including all taxes, charges and assessments, impositions and Liens for public improvements, special charges and assessments, and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Areas, including any interest penalties and other charges which may accrue on such taxes.

G. All off property maintenance, including, without limitation, median landscaping, if applicable and as required by the County or other governmental authority.

H. Any charges, including, without limitation, sales tax, for alarm services provided to Units ("Bulk Alarm Assessments"). Notwithstanding the foregoing, all equipment and related items to Bulk Alarm Assessments shall be maintenance expenses of each Owner.

I. Any amounts necessary to pay any deficits from prior years' operation.

J. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of such improvements comprising a portion of the Common Areas.

Section 4. Special Assessments. In addition to the annual Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment year, special assessments for the purpose of defraying, in whole or in part, expenses which exceeded, or when mature will exceed, the budget prepared and on which the Annual Assessment was based, applicable to that year only (a "Special Assessment"). These expenses include but are not limited to capital improvements, major repairs, emergency repairs or replacement of the Common Areas, and nonrecurring expenses. The Board of Directors may make such Special Assessments payable in installments over a period which may, at the Board's discretion, extend in excess of the calendar year in which adopted. Provided however, any such Special Assessment in excess of one hundred thousand dollars (\$100,000.00) shall require the consent of a majority of the votes of the Members at a duly called meeting of the Unit Owners, provided a quorum exists. A quorum shall constitute thirty percent (30%) of all the Unit Owners or a lesser amount if seventy-five percent (75%) of all Unit Owners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting. The specific purpose or purposes of Special Assessments shall be set forth in the written notice of such Assessment sent or delivered to each Unit Owner, and the funds collected pursuant to the 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.

Section 5. Individual Assessments. Assessments for which one or more Owners (but less than all Owners within The Pines Community Services Association is subject ("Individual Assessments") such as costs of special services provided to a Dwelling Unit or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or

Dwelling Unit. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair, and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Dwelling Unit (other than those portions of a Dwelling Unit maintained by the Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Dwelling Unit and to repair, restore, and maintain the Dwelling Unit as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The Board of Directors may also levy against an Owner or tenant any damage or costs incurred by the Association arising out of the negligent or willful misconduct of the Owner, tenant, and/or family members, guests, or invitees of an Owner or tenant and any other lienable charge against a specific Owner as reserved in this Declaration. In addition, the expense of any maintenance, repair, or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner, shall be borne solely by such Owner and the Dwelling Unit and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association. As a further example, if one or more Owners receive optional Telecommunications services such as Toll Calls, Cable Services, and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the costs of such services shall be an Individual Assessment as to each Owner receiving such services. The Individual Assessments provided for in this Section shall be levied by the Board of Directors. The amount and due date of such Assessments shall be within fifteen (15) days of receipt of a ledger reflecting the amount owed, or as otherwise specified by the Board of Directors. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

Section 6. Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in the Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Annual Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association and may be payable in installments extending beyond the fiscal year in which the Reserves are approved.

Section 7. Use Fees. Any specific fees, dues, or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Dwelling Unit, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

Section 8. Resale Capital Contribution. Association may establish a resale capital contribution ("Resale Capital Contribution"). There shall be collected upon every conveyance of an Ownership interest in a Dwelling Unit by an Owner an amount payable to Association. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Dwelling Units shall be assessed a uniform amount.

Section 9. Surplus Assessments. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute

discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

Section 10. Capital Improvement and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board of Directors may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or other such addition upon the Common Area, including fixtures and personal property related thereto; provided that any such Reconstruction Assessment in excess of one hundred thousand dollars (\$100,000.00), shall require the vote or written assent of at least fifty-one percent (51%) of the homeowners, who are subject to Assessments, at a duly called meeting of homeowners, provided a quorum exists. A quorum shall constitute thirty percent (30%) of all the Unit Owners or a lesser amount if seventy-five percent (75%) of all homeowners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting. Written notice of any meeting called for such purposes shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 11. Uniform Rate of Assessments. Common Assessments, Special Assessments, and Reserves all must be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis or as determined by the Board of Directors from time to time.

Section 12. Liens. All sums assessed against any Lot or Unit pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Unit in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot or Unit except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on an Institutional Mortgage, except to the extent Mortgagees can be made liable for assessments pursuant to Florida law, and all amounts advanced pursuant to any such Mortgage, and secured thereby in accordance with the terms of such Instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such Mortgages shall only apply to such Assessments which have become due and payable prior to a Foreclosure, and then only to the extent Mortgagees cannot be made liable for such prior assessments pursuant to Florida law. All other persons acquiring liens or encumbrances on any Lot or Unit after the recording of the original Declaration shall be deemed to have consented that such liens or encumbrances shall be inferior to future liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

Section 13. Effect of Nonpayment, Remedies of the Association. Any Assessment of an Owner or any portion thereof which is not paid when due shall be delinquent. Time for payment of any Assessment shall be of the essence. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also accrue simple interest at the rate of eighteen percent (18%) per annum, or the highest rate permissible by Florida law, which may be amended from time to time. A lien and equitable charge as herein provided for each Assessment shall attach simultaneously as the same shall become due and payable, and if any installment of the Assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the Annual Assessment or any Special Assessment payable in installments may be accelerated at the option of the Board and be declared immediately due and payable.

in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of eighteen percent (18%) per annum or the highest amount permissible by Florida law, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. Unless otherwise provided by law, in the event that the Assessment remains unpaid after proper notice as required under Florida law, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Unit, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the Improvement of real property. The Association shall have the power to bid on the Lot or Unit at any Foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Unit, and an Owner shall remain personally liable for Assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot or Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

Section 14. Common Areas and Certain Other Property. No Common Areas shall be subject to Assessment hereunder. Further, the foregoing exemptions shall apply to any land owned by a public agency as long as such land is used for public purposes.

Section 15. Use of Reserves. Any reserve funds established by the Association from time to time shall be used only for the purpose originally reserved for in the Association budget and may not be used by the Association for any other purpose, unless such other purpose is approved by a majority vote of all votes in the Association. Notwithstanding the foregoing, the Board of Directors of the Association shall have the authority to utilize up to twenty percent (20%) of the amount reserved in any particular Reserve Fund for another capital purpose without the vote or the approval of the Owners. For example, the Board of Directors would have authority to use up to twenty percent (20%) of the amounts reserved for road repairs for a drainage repair without requiring a vote of the Owners. However, the Board of Directors shall not have the authority to use the reserve funds for Operating Expenses, or for any other purpose except upon the required vote of the Owners.

Section 16. Assessments Estoppel Certificates. No Owner shall sell or convey his interest in a Unit unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Unit have been paid within ten (10) business days after receiving a written or electronic request by an Owner, an Owner's designee, mortgagee or a Unit mortgagee's designee. Any person other than the Owner who relies upon such certificate shall be protected thereby. The estoppel certificate must contain all of the information and shall be in a format as provided by Florida Statutes, as amended from time to time. An

association or its authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel certificate in such maximum amounts as provided by Florida Statutes, as amended from time to time.

Section 17. Payment of Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Dwelling Unit which, if not paid, could become a lien against the Dwelling Unit which is superior to the lien for Assessments created by this Declaration.

Section 18. Accounting and Commingling of Funds. The Board of Directors shall deposit all monies collected as Assessments in one or more accounts as it shall elect. Maintenance funds collected by Common Assessments may, at the Board's discretion, include monies for a Common Areas reserve fund for the replacement, repair, painting, resurfacing, and other maintenance of the Common Areas, to the extent necessary under the provisions of this Declaration. The Board of Directors shall not commingle any amount deposited for such purposes with other funds received by it.

ARTICLE XI

DAMAGE OR DESTRUCTION TO COMMON AREAS

Section 1. Casualty. Damage to, or destruction of, all or any portion of the Common Areas shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

A. In the event of damage to or destruction of the Common Areas, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Units) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. If the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

B. If the insurance proceeds are within twenty-five thousand dollars (\$25,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment against each of the Owners in equal shares.

C. If the insurance proceeds are insufficient by more than twenty-five thousand dollars (\$25,000.00) to effect total restoration of the Common Areas, then by written consent or vote of a majority of the Members, they shall determine, whether (i) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Reconstruction Assessments against all Members, (ii) to rebuild and restore in a way which is less expensive than replacing the Common Areas in substantially the same manner as they existed prior to being damaged, or (iii) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild in a manner which would result in a change to the Common Areas shall be effective without the written approval of the Board of Directors, which can require rebuilding as they deem appropriate.

D. If after repair and reconstruction is completed there is a surplus of funds, such funds shall

be common funds of the Association to be used as directed by the Board of Directors.

E. Each Member shall be liable to the Association for any damage to the Common areas which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's household members, guests, tenants, agents, employees, and invitees. The cost of correcting such damage shall be an Assessment against the Member and may be collected as provided herein for the collection of Assessments.

F. Encroachments upon, or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Lot Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Subdivision was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstruction building shall stand.

ARTICLE XII MORTGAGEE RIGHTS

Section 1. Notices to and approval by Mortgagee.

A. The holder of an Institutional Mortgage on any Lot is entitled to timely written notice of the following:

1. Any condemnation or casualty loss that effects either a material portion of the Property or of the Lot securing its mortgage;
2. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds a mortgage;
3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
4. Any proposed action that requires consent of a specified percentage of "Eligible Mortgage Holders."

B. "Eligible Mortgage Holders" shall mean those holders of an Institutional Mortgage on a Lot in the Property who have requested the Association to notify them of items 1 through 4 above or any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders. Amendments to his Declaration of a material nature require the consent and approval of Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Dwelling Units or Lots that are subject to mortgages by Eligible Mortgage Holders. Such consent and approval shall not, however, be unreasonably withheld.

C. When Owners are considering termination of the legal status of the Property, for reasons other than substantial destruction or condemnation of the Property, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Units or Lots must agree to such termination, however, such consent may not be unreasonably withheld.

D. If any addition or amendment to this Declaration is not considered as a material change, such as the correction of technical error or clarification of a statement, the constituent documents, including this Declaration, shall imply approval to be assumed when the Eligible Mortgage Holder fails to submit a response to any written proposal for amendment within thirty (30) days after the proposal is made.

Section 2. Amendments Required by Mortgagees. There shall be automatically incorporated as a part of this Declaration and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulation of FNMA, FHLMC or GNMA, so to make any Institutional Mortgage encumbering a Lot eligible for purchase by FNMA, FHLMC, or GNMA, and such provision shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulations or guidelines be waived by FNMA, FHLMC, or GNMA. Should FNMA, FHLMC or lender require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments and without any requirement of securing the consent of any Owner.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded. After said ninety-nine (99) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless terminated as follows:

A. Termination shall be voted at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.

B. Three-fourths (3/4) of the Members present and voting and joined by all Institutional Lenders authorizing those three-fourths (3/4) of the Members must vote in favor of termination.

In the event that the Association votes to terminate this Declaration, the President, and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the consents of all mortgagees shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. However, no such agreement shall be effective unless it is made and recorded at least two (2) years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days before any action is to be taken.

Every deed recorded must incorporate this Declaration by reference in Official Records.

Each Owner, by acceptance of a deed to a Dwelling Unit or Lot, and any person claiming by, through, or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions, and restrictions contained in this Declaration that are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on The Pines Community Services Association by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment.

Section 2. Amendment by Association. Amendments to this Declaration shall be proposed and adopted in the following manner.

A. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Owner. This Section shall not apply if Owners' approval for proposed amendments is obtained by written consent in lieu of a meeting.

B. The Declaration may be amended by a vote of at least fifty-one percent (51%) of the Board and fifty-one percent (51%) of the Dwelling Unit Owners at a duly called meeting of Dwelling Unit Owners, provided a quorum exists. A quorum shall constitute thirty percent (30%) of all the Unit Owners or a lesser amount if seventy-five percent (75%) of all Dwelling Unit Owners present at the meeting (in person, by consent, and by proxy) vote to constitute a quorum. In that event, a quorum shall exist for purposes of that particular meeting.

C. The approval or consent of the required percentage of the Owners to any amendment of this Declaration shall be evidenced by a sworn certification or executed by the Association which sworn statement shall state unconditionally that the required approval or consent of the Owners was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded in the public records of the County or at such later date as may be specified to the amendment itself.

D. Notwithstanding anything to the contrary contained herein, any amendment hereto which adversely affects the lien rights of an Institutional Mortgagee shall require the prior written consent of such Mortgagee.

Section 3. Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws and the published Rules and Regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Unit. If any failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use of the Recreational Facilities located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief and/or any other remedy available at law or in equity, such actions are to be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Owner. Should the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch including the enforcement of the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and

future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that the Association or any aggrieved Owner, in addition to all other remedies shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of the Association or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the Bylaws or any Rules and Regulations of the Association, however long continued. This Section shall not be amended unless such amendment is made or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4. No Vested Rights. Each Owner by acceptance of a deed to a Dwelling Unit irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that the Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration and the Rules and Regulations may be enforced by the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration, including the Rules and Regulations, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Rules and Regulations.

Section 6. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors, will best effect the intent of the general plan of development and operation of the Association. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of the initial filing for record of the Original Declaration. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Florida.

Section 7. Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements, or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

Section 8. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 9. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 10. Rights of Third Parties. This Declaration shall be recorded for the benefit of the Association and the Owners as herein provided, and by such recording, no adjoining property Owner or third party shall have any right, title, or interest whatsoever in the Property, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining Owner or third party. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Areas to the public, or for any public use.

Section 11. No Trespass. Whenever the Association or the Board and their respective successors, assigns, agents, employees or contractors are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

Section 12. Notices. Notices required hereunder shall be in writing and shall be delivered by hand, or sent by United States mail, postage prepaid, or, with respect to notices to Owners, sent electronically to an electronic email address. All notices to Owners shall be delivered or sent to such physical or electronic addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Units. All notices to the Association or Board of Directors shall be by certified mail return receipt requested or hand delivered, and shall only deem to have been given upon receipt thereof. Notices shall be delivered or sent to the following address:

THE PINES COMMUNITY SERVICES ASSOCIATION, INC.
c/o Seacrest Services
2101 Centre Park W. Drive
Suite 110
West Palm Beach, FL 33409

Or it shall be sent to such other address as specified by written notice to Owners. Notices to Mortgagees shall be delivered to such address as such Mortgagees specify in writing to the Association and if no such notice is given to the Association, to the address provided in the Mortgage. All notices sent are deemed delivered when delivered by hand, or when deposited in the United States mail, or when sent electronically.

Section 13. Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, easements, dedications, reservations, and other terms and provisions set forth in the Development Order, and plats of the Property, which plats are recorded in the public records of the County.

Section 14. Termination by Declaration. Should this Declaration be terminated as provided herein, all Common Areas shall be transferred to a trustee appointed by the Circuit Court, Palm Beach County, Florida, which trustee shall sell the Common Areas free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair, and upkeep of the Common Area. The excess of proceeds, if any, from Common Area shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget; provided, however, that where the portion of the Property owned by any Owners is encumbered by a mortgage, the distribution attributable to said portion of the Property shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases on condemnation awards.

Section 15. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Property.

Section 16. Dissolution of Association. The Association may not be dissolved prior to the termination of this Declaration as hereto provided. In the event the Association is involuntarily terminated for failure to comply with the requirements of Chapter 720, Florida Statutes, or otherwise:

A. General Guidelines. Within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

B. Applicability of Declaration after Dissolution. In the event of dissolution of Association, The Pines Community Services Association and each Dwelling Unit therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provision of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of The Pines Community Services Association which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

Section 17. Governance. This community shall be governed by Chapter 720 of the Florida Statutes as same exists on the date hereof, and as same may be amended from time to time.