

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
MANOR PARC**

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EXHIBITS

- “A” Legal Description
- “B” Property Plan
- “C” Articles
- “D” Bylaws
- “E” Allocation of Lots

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MANOR PARC**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MANOR PARC (“Declaration”) is made this 7th day of February, 2017, by **SPL SOUTH HOLDINGS, LLC**, a Delaware limited liability company, its successors and assigns, with offices at 848 Brickell Avenue, Suite PH1, Miami, FL 33131 (hereinafter referred to as the “**Declarant**”), and joined in by **MANOR PARC HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, with offices at 848 Brickell Avenue, Suite PH1, Miami, FL 33131 (“**Association**”).

RECITALS:

A. Declarant owns certain real property located within the City of Tamarac, Broward County, Florida, which is more particularly described on **Exhibit “A”** attached hereto (the “**Property**”) and is graphically described on the “**Property Plan**” attached hereto as **Exhibit “B.”**

B. Declarant is developing the Property as a stand-alone planned residential community as more fully described herein, and known as “Manor Parc” (hereinafter called the “**Project**”).

C. In order to provide for the orderly development and efficient operation of the Property and to maintain the values thereof, Declarant intends to develop the Property pursuant to the Property Plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitude, liens and burdens, all running with the Property, as hereinafter set forth.

D. In connection with the foregoing, Declarant deems it desirable to create the Association, a corporation not for profit, under the laws of the State of Florida, to which certain rights, powers, duties and obligations for the Property have been delegated and assigned including, without limitation, operation, administration, maintenance and repair of portions of the Property, including the “Common Properties” (as hereinafter defined), and administering and enforcing the provisions of this Declaration.

E. The Project is located within the “Sabal Palm Community Development District” (as more particularly defined in Section 1.13 and Article XVI hereof), which shall provide certain public facilities, infrastructure and other benefits to its “Owners” and “Occupants” (as each term is hereafter defined) of the Project.

NOW, THEREFORE, Declarant hereby declares that the Property shall be hereafter owned, used, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitude and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, including the parties’ heirs, personal representatives, successors and assigns.

Article I
Definitions

1.01 “**Act**” shall mean and refers to Chapter 720, Florida Statutes, as enacted as of the date hereof, and as renumbered from time to time.

1.02 “**Additional Property**” shall mean any real property (other than the Property) that may be submitted by Declarant or its successors or assigns to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner, as more fully described in Article XIV hereof. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term “Property” as used herein shall also mean the inclusion of the Additional Property.

1.03 “**Amendments**” shall mean any and all written and recorded amendments to this Declaration. Each such Amendment shall be properly adopted pursuant to the terms hereof and recorded in the Public Records of the County; provided, however, the failure to consecutively number multiple Amendments shall not impair their validity hereunder, and such Amendments, to the extent not otherwise numbered, will be deemed to have been numbered in chronological order of their respective recordings in the Public Records of the County. Amendment(s) shall also mean any and all amendments reflected by a Supplemental Declaration, as may be recorded in the Public Records of the County.

1.04 “**Articles**” shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Florida, a copy of which is attached hereto as **Exhibit “C,”** as such Articles may be amended from time to time.

1.05 “**Assessment(s)**” shall mean and refer to “Common Assessments,” “Individual Assessments,” and “Special Assessments” (as each is hereinafter defined), individually and collectively, as the context may require, as applicable to each of the “Lots” (as hereinafter defined).

1.06 “**Association**” shall mean and refer to Manor Parc Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.07 “**Board of Directors**” or “**Board**” shall mean and refer to the Board of Directors of the Association.

1.08 “**Bylaws**” shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as **Exhibit “D,”** as the Bylaws may be amended from time to time.

1.09 “**City**” shall mean and refer to the City of Tamarac, Florida.

1.10 “**Common Assessment**” shall mean and refer to the charge against all Owners and their “Lots” (as hereinafter defined), representing their proportionate share of the routine “Common Expenses” (as hereinafter defined) of the Association.

1.11 “**Common Expenses**” shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties, 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 master television charges and/or “Telecommunications Services” (as hereinafter defined), as applicable, and other commonly-metered charges for the Common Properties; (c) costs of management 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 benefiting the Common Properties, and all recreational facilities thereon; (e) costs of fire, casualty and liability insurance, worker’s compensation insurance, and other insurance covering or connected with the Association or the Common Properties, as more fully described in Article XIII hereof; (f) costs of bonding the members of the Board and the “Management Company” (as hereinafter defined); (g) taxes paid by the Association, including real property taxes for the Common Properties, if any; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; (i) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, maintenance of any other lands or facilities which are in any way serving for benefiting the Project, including, without limitation, those duties and obligations which are set forth in Section 5.02 of this Declaration; and (j) discharging the Association’s rights or duties hereunder, and/or for the benefit of the Owners or the Property.

1.12 “**Common Properties**” shall mean and refer to those portions of the Property which are declared as being Common Properties in the “Plat” (as hereinafter defined) or this Declaration, or in any “Supplemental Declaration” (as hereinafter defined), including, where the context requires or permits, any “Improvements” (as hereinafter defined) thereon or any personal property owned by the Association and used or useful in connection with the operation of the Common Properties. Common Properties are for the common use and enjoyment of the Owners, subject to the rights hereunder of Declarant and others. Declarant hereby declares the real property described in the “Plat of Manor Parc” (as defined in Section 1.33 hereof) reserved or dedicated to the Association as the initial Common Properties, and the Association is bound to accept any conveyance from the Developer of such Common Properties at any time.

1.13 “**CDD**” or “**Community Development District**” shall mean and refer to the Sabal Palm Community Development District, as more fully described in Article XVI of this Declaration.

1.14 “**Community Systems**” shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, broadband and/or internet access, alarm monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including subsequent technological advancements or

improvements not now known) installed by Declarant, an affiliate of Declarant, or any third party expressly granted the rights by Declarant or the Association to provide such Community Systems throughout all or a portion of the Property, or pursuant to any grant of easement or authority by Declarant or the Association, and serving the Common Properties or any other portions of the Property, excepting any such system or service benefitting one Lot only.

1.15 “**Completed Lot**” shall mean a Lot on which the construction of a single-family detached residence has been completed, for which a temporary or final certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency permitting occupancy of the Completed Lot, and the title to such Completed Lot has been conveyed by Declarant.

1.16 “**Completed Lot Owner**” shall mean the Owner of a Completed Lot.

1.17 “**County**” shall mean and refer to Broward County, Florida.

1.18 “**Declarant**” shall mean and refer to SPL South Holdings, LLC, a Delaware limited liability company, presently having an office located at 848 Brickell Avenue, Suite PH1, Miami, Miami-Dade County, Florida 33131, and any assignee of Declarant’s rights hereunder in accordance with Section 18.12 hereof, but only to the extent that such assignment is evidenced by an express written assignment of Declarant’s rights, in whole or in part, and recorded in the Public Records of the County.

1.19 “**Declaration**” shall mean this instrument, as it may be amended in writing from time to time, and recorded amongst the Public Records of the County.

1.20 “**Family**” shall mean and refer to (i) a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption, or (ii) a group of persons not so related who maintain a common household within a Completed Lot.

1.21 “**House**” shall mean and refer to any portion of the Property upon which it is intended that one or more residential dwelling units, each to be an abode for one Family or one integrated household, is to be constructed, as evidenced by the issuance of a temporary or final certificate of occupancy (which may include other Houses as well) on the Property. House shall include, without limitation, the land represented by a vacant Lot, an attached or detached single-family residential dwelling unit, or any other townhouse, patio or zero lot line dwelling, each portion of a duplex or other multiplex dwelling, or any apartment type unit contained in any multi-unit, multi-story residential building, including any of the foregoing, which are subject to fee simple, cooperative, condominium, rental or other forms of ownership or possession. House also includes, in the case of detached single-family houses, or fee simple (non-condominium) attached houses, the real property upon which the House or any structures have been or are intended to be constructed.

1.22 “**Improvement**” shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, buildings, structures, fixtures, walkways, sprinkler pipes and other apparatus, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks,

landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, antennas or satellite dishes, or other equipment comprising Telecommunications Services, signs, and exterior air-conditioning and water-softener fixtures or equipment, if any.

1.23 “**Individual Assessment**” shall mean and refer to a charge against one or more Owners and their Lots, directly attributable to such Owner(s)’ failure to duly perform or breach their obligations or burdens hereunder, and the Association’s enforcement of this Declaration against such Owner(s) and/or Lot(s), as further described in Section 7.07 hereof.

1.24 “**Institutional Mortgage**” shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of Declarant, a bank, mortgage company, 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.

1.25 “**Institutional Mortgagee**” shall mean and refer to the holder of any Institutional Mortgage.

1.26 “**Lot**” shall mean and refer to any portion of the “Plat” (as hereinafter defined), as depicted on **Exhibit “B”** attached hereto, whether or not it may be a separate parcel for real estate tax purposes, or any other land designated as a Lot in any Amendment to this Declaration, or Supplemental Declaration, as each may be amended in writing from time to time, together with any Improvements which may be constructed thereon.

1.27 “**Management Company**” shall mean and refer to any person, firm, or other entity employed by the Association, if any, as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations or functions of the Association.

1.28 “**Members**” shall mean and refer to any Persons who are entitled to membership in the Association, as provided in Article IV hereof.

1.29 “**Notice and Hearing**” shall mean and refer to written notice and a public hearing, before a tribunal appointed by the Board, at which the Owner charged with a particular offense shall have an opportunity to be heard in person or by counsel at such Owner’s expense and as otherwise provided in the Bylaws.

1.30 “**Occupant**” shall mean a resident of a House who is either a short-term guest of an Owner or a named tenant in a lease of such House, as permitted by the Association, pursuant to Section 11.24 hereof. For purposes of determining who is an Occupant, neither Declarant nor the Owner or Family member of Owner of a non-Completed Lot shall be deemed to be an Occupant.

1.31 “**Owner**” shall mean and refer to a record owner of any percentage of the fee simple interest in a Lot, including Declarant, but excluding those “Persons” (as hereinafter defined) having an interest in a Lot merely as security for the performance of an obligation. For purposes of Articles X and XI of this Declaration only, unless the context otherwise requires, the

term "Owner" shall also include the Family or other Occupant of a Lot. If a Lot is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally.

1.32 "**Person**" shall mean and refer to any of an 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.

1.33 "**Plat**" shall mean and refer to that certain Plat of Central Parc South, according to the Plat thereof, recorded November 28, 2016, in Plat Book 182, at Page 173, of the Public Records of Broward County, Florida.

1.34 "**Residential Property**" shall mean and refer to all real property within the Property which is not Common Properties, and which is not otherwise dedicated, restricted or limited for non-residential use. The initial Residential Property shall consist of the Lots shown on the Plat, or as described in **Exhibit "B"** attached hereto, as may be amended from time to time.

1.35 "**Rules**" shall mean and refer to the rules and regulations which are duly adopted by the Association from time to time.

1.36 "**Special Assessment**" shall mean and refer to a charge against all Owners and their Lots, representing their proportionate share of the cost incurred by the Association for: (i) reconstruction on the Common Properties pursuant to the provisions of this Declaration; (ii) installation or construction of any capital improvements on any portion of the Common Properties 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 Common Expenses of the Association after collections of Common Assessments, as all are further described in Section 6.06 hereof.

1.37 "**Supplemental Declaration**" shall mean and refer to any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration or for the purpose of declaring certain portions of the Property as Common Properties, as more particularly set forth in Article XIV of this Declaration.

1.38 "**Telecommunications Services**" shall mean and refer to delivered entertainment services; inclusive of all services that are typically and in the future identified as Telecommunication Services, telephone services; cable services; Wi-Fi, internet, ethernet or other data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term "Telecommunications Services" is to be construed as broadly as possible.

1.39 "**Water Management District**" shall mean and refer to the South Florida Water Management District, a regional water management district established in accordance with Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of the Water Management District.

The foregoing definitions shall be applicable to this Declaration, as amended from time to time, and also to any Supplemental Declaration, unless specifically stated to the contrary herein or therein.

Article II
Plan For Development

2.01 General Plan of Development.

A. Declarant presently plans to develop all of the Project as a planned, residential Project, sharing and benefiting from certain amenities and facilities which include, without limitation, Lots and Common Properties. Although Declarant has no current plans to alter the development from that which is depicted on the Property Plan, nothing herein shall be deemed to prevent or preclude such modified development as being inconsistent with the Declarant's "Property Plan" or "Plan of Development," with respect to any portion of the Property, and Declarant may so develop all portions of the Project subject to and pursuant to this Declaration, provided there is compliance with applicable building and zoning statutes, ordinances and regulations, as well as all other governmental requirements.

B. Declarant does not intend, but retains the right, to create one or more other "condominium association" or "homeowners association," which entity or entities would then share, in some fashion with the Association, sub-association (or following the imposition of additional deed restrictions) some form of allocated governance and control over the Property, as it may change from time to time, in accordance with Article XIV hereof. It is permissible at any time to create a subordinate or stand-alone association for such purposes to be administered by a separate condominium association or homeowners association, in accordance with Declarant's sole and absolute discretion.

C. The Association is intended to be a "Homeowners Association," governed by and subject to the Act, but is not in any fashion subject to or affected by the provisions of Chapter 718, Florida Statutes, including any aspect of regulating condominium associations. Further, the expressed intent of this Declaration is that the substantive rights thereunder shall not be retroactively affected by legislation enacted subsequent to the date of the execution of this Declaration, unless specifically stated otherwise.

D. There are certain leasing restrictions contained within Section 11.24 of this Declaration, which may affect Owners' use and occupancy of Completed Lots, as described therein.

E. Declarant hereby discloses to all Owners and any party with an interest in the Property that it intends to record the Plat prior to the recording of this Declaration; provided, however, should the Plat be recorded following the recording of this Declaration, all Owners, Occupants and mortgagees understand and are aware that each shall be bound by and subject to all of those burdens, obligations, conditions, restrictions and requirements, as are or shall be set forth in the Plat.

2.02 Public Facilities. Manor Parc will include certain publicly-dedicated streets and roadways, landscaped and water areas, and certain other facilities and portions of the Property which may be open and available for use by the general public. By way of example, the Project may include certain public parks, drainage retention areas or other facilities within the boundaries of Manor Parc.

2.03 Prior Property Use. VARIOUS PORTIONS OF THE PROPERTY (AND LAND SURROUNDING THE PROJECT) HAVE HISTORICALLY BEEN USED FOR AGRICULTURAL AND GOLF COURSE PURPOSES, WHICH MAY HAVE LEGALLY APPLIED A VARIETY OF FERTILIZERS, HERBICIDES, AND INSECTICIDES, INCLUDING, WITHOUT LIMITATION, ARSENIC, AS PART OF THE OPERATION OF THEIR BUSINESSES, AS PART OF THE TRANSITION TO RESIDENTIAL USE, THE PROJECT WAS ANALYZED AND THE DECLARANT HAS UNDERTAKEN REMEDIATION OF THE LAND UNDERLYING THE PROJECT PURSUANT TO APPROVALS FROM AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY. SELLER HAS PLANNED AND CONSTRUCTED THE PROJECT IN ACCORDANCE WITH ALL PERMITS, IN ACCORDANCE WITH COUNTY STANDARDS. AS PART OF THE ULTIMATE REMEDIATION AND RENOVATION OF THIS SITE, THE PROJECT HAS OR WILL BE MADE SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS, IN A FORM SUBSTANTIALLY SIMILAR TO THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANTS (THE "ENVIRONMENTAL COVENANT"), WHICH HAS BEEN OR SHALL BE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE ENVIRONMENTAL COVENANT WILL RESTRICT THE USE OF GROUNDWATER FOR ANY PURPOSE, PROHIBIT CERTAIN USES OF SURFACE WATERS, AND LIMIT THE DISTURBANCE OF SUBSOILS AND BENEATH BUILDING PADS, ROADWAYS, DRIVEWAYS AND BELOW THE REQUIRED SOIL CAP, IN ACCORDANCE WITH COUNTY STANDARDS. THE ASSOCIATION SHALL HAVE THE RIGHT TO ENJOY ALL RIGHTS AND BENEFITS, BUT BE BURDENED BY ALL SUCH OBLIGATIONS AND LIABILITY, CONCERNING OR ARISING OUT OF THE ENVIRONMENTAL COVENANT AND ALL OTHER REQUIREMENTS OF THE COUNTY, WHICH RIGHTS AND BENEFITS AND OBLIGATIONS AND LIABILITY MAY BE TRANSFERRED OR ASSIGNED TO THE CDD.

EACH BUYER OF A LOT AND/OR COMPLETED LOT HEREIN ACKNOWLEDGES FULL DISCLOSURE OF THE PROPERTY'S PRIOR ENVIRONMENTAL CONDITION, AND MAY REVIEW ANY OF THE PROPERTY'S REPORTS AND ANALYSIS THAT HAVE BEEN PROVIDED TO OR OBTAINED BY THE COUNTY. THE PURPOSE OF THIS SECTION 2.03 IS TO FULLY DISCLOSE THE PROPERTY CONDITION AND INSULATE DECLARANT FROM ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY CLAIM BY OWNERS OR OCCUPANTS OF THE PROPERTY OR THE ASSOCIATION, KNOWN OR UNKNOWN, AS IT RELATES TO THE THOSE MATTERS STATED HEREIN AT ANY TIME HEREAFTER.

2.04 Offsite Obligations. Declarant may be required, as a condition of developing the Property, to maintain certain land, facilities or infrastructure offsite, pursuant to an agreement

between the Declarant and the County or other governmental authority("Offsite Obligation"), which obligation(s) of Declarant may at any time be assigned to and assumed by the Association, at the option of Declarant, and upon the approval by the County or other governmental authority, as applicable.

Article III
Owner's Property Rights; Easements

3.01 **Owner's Easements of Enjoyment.** Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which shall be appurtenant to and shall pass with title to every Lot, and binding upon all Owners and Occupants, unless stated otherwise, subject to the following conditions:

A. The right of the Association to reasonably limit the number of guests or invitees of Owners, including Occupants, using the Common Properties at any one time.

B. The right of the Association to establish Rules (and to amend same from time to time) pertaining to the use and enjoyment of the Common Properties, including, but not limited to, the right and obligation of the Association to enforce all parking and other restrictions within the Common Properties. THE DECLARANT CURRENTLY ANTICIPATES THAT UPON COMPLETION OF THE PROJECT, MOST, IF NOT ALL, OF THE COMMON PROPERTIES WILL BE OWNED AND MAINTAINED BY THE CDD, AS MORE FULLY DESCRIBED IN ARTICLE XVI HEREOF.

C. The right of the Association, in accordance with the Articles, Bylaws and this Declaration, with the vote or written assent of Members entitled to cast two-thirds (2/3rds) of the votes of Members in the Association, to borrow money for the purpose of improving the Common Properties, in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

D. The right of the Association to suspend the right of an Owner and/or Occupant to use the Common Properties (except for purposes of ingress and egress) for any Owner and/or Occupant, except Declarant, for: (i) any period during which any Assessment against an Owner's Lot remains unpaid and delinquent; and (ii) a period not to exceed thirty (30) days for any other single infraction of this Declaration or the Rules of the Association, provided that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the Bylaws, as well as Section 11.04 of this Declaration.

E. The right of the Association or Declarant to dedicate, grant, release, convey, alienate or transfer all or any part of the Common Properties to any public agency, authority, utility or private party or entity, including the CDD.

F. The right of Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge,

including ingress and egress, as necessary, for purposes of sales, marketing, advertising, display, signs, access, construction, development and any other activities or purposes.

G. The right of the Association or Declarant to construct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.

H. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties, subject to any paramount rights of the CDD.

I. The right of the Association or Declarant to grant such other easements over the Common Properties as Declarant or the Association deems appropriate or beneficial, in its sole discretion, and the Association shall join in and consent to any such easements requested by Declarant.

Anything to the contrary herein notwithstanding, no action authorized in the lettered paragraphs above shall be taken which in any fashion impairs or limits Declarant's rights in developing the Project or such rights and benefits granted herein to Declarant without the prior written consent of Declarant, as long as Declarant owns any portion of the Property.

3.02 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Properties and facilities to the members of the Owner's Family or its Occupants, in accordance with the Bylaws and subject to the Rules and other reasonable regulations imposed by the Board.

3.03 Waiver of Use. No Owner may be exempt from personal liability for Assessments duly levied by the Association, or cause a release of the Lot owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot.

3.04 Title to the Common Properties. After all Improvements anticipated to be constructed within the Property have been constructed and conveyed, or sooner at the option of Declarant, Declarant shall convey to the Association (and/or CDD) by quit-claim deed the fee simple title to the Common Properties and the Association (and/or CDD) shall be bound to accept said conveyance without the joinder to such deed. Declarant, and thereafter the Association (and/or CDD), shall hold title to the Common Properties for the benefit of those Persons entitled to use same under the provisions hereof. Declarant may mortgage the Common Properties to finance the original development and construction thereof, provided that the Common Properties shall be free and clear of all mortgages at the time of conveyance to the Association (and/or CDD), and the Association (and/or CDD) shall not be personally liable for payment of the debt secured by such mortgage(s).

3.05 Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association, the CDD, Drainage District and all Owners, including their respective Occupants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across any private streets, sidewalks and access ways constructed on the

Common Properties from time to time. All Owners, including their respective Occupants, must provide reasonable, periodic access to the Declarant, Association, CDD, Drainage District and their respective designees from time to time to or for purposes of ingress and egress to each of their respective Lots for purposes of maintenance and repair, and no locks may be used to secure any gates which would prevent access by the Declarant, Association, CDD, or Drainage District for their maintenance and repair obligations within the rear or other portions of the Lots.

3.06 Utilities. The Property shall be subject to such non-exclusive easements as may be determined in the sole discretion of Declarant for utilities, including, but not limited to, water, sewer, telephone, electric other Community Systems, including Telecommunications Services, as may be applicable, and as may be reasonably required to properly and adequately serve the Property or other portions of the Project as it exists from time to time. Declarant reserves the right to locate and relocate water, sewer, electric, and other Community Systems (inclusive of utility meters) serving any buildings or other facilities in one common location on one Lot, and in that event an easement shall exist for the common meters so constructed, and any wires, pipes, or other facilities connecting such meters to the Lots, and for the maintenance and repair of the foregoing and for the reading of such meters. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof.

3.07 Declarant. Declarant hereby reserves such non-exclusive easements as are necessary (in Declarant's reasonable discretion) in order to exercise its rights hereunder and otherwise construct, develop and market the Property. The Property shall be subject to any and all such easements deemed necessary by Declarant. Any easement rights created by this Declaration, generally or specifically, in favor of Declarant may be assigned or delegated by Declarant, in whole or in part, without the consent or joinder of the Association, Owners, Occupants, or any other party.

3.08 Services. Declarant hereby grants to courier or delivery services, pick-up 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 Declarant to service the Property, and to such other persons as Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation.

3.09 Lot Line Encroachments. Certain Houses and other Improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, roof overhangs, gutters, or fences, may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line (as well as that portion of the adjoining Lot or Common Properties subject to such encroachment) between the Lot upon which said dwelling is located and either an adjoining Lot or a portion of the Common Properties. In all such cases, said adjoining Lot or portion of the Common Properties shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the

performance of proper and normal maintenance to the encroaching Improvement, including meter reading. All of such Improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section 3.09 unreasonably interfere with the use of the Lot subject to same.

3.10 Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents, for purposes of (i) mowing and maintaining landscaped areas within the front yards of each Completed Lot, and (ii) maintaining irrigation facilities and/or irrigation wet checks within each Completed Lot pursuant to a common scheme which shall be determined by the Association from time to time. All easement rights granted hereunder to the Association shall be deemed to have been similarly granted in favor of the Association.

3.11 Execution. If and to the extent that the creation of any of the easements described in this Article III requires the joinder of Owners, then Declarant may, by its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments required. The Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal agent or attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article III shall recite that it is made pursuant to Article III of this Declaration.

3.12 Survival. No easements, licenses, or other rights granted or reserved pursuant to this Article III shall survive any termination of this Declaration, except to the extent of benefitting the Owners and Occupants of Completed Lots, as necessary.

Article IV Membership And Voting Rights In Association

4.01 Membership. Every person or entity who is a record owner of a Lot, including Declarant, shall be a Member of the Association (hereinafter referred to as the "**Membership**"). Membership in the Association, except for Membership of Declarant, shall be appurtenant to and may not be separated from the Lot. Except as to Declarant, ownership of a Lot shall be the sole qualification for Membership in the Association.

4.02 Co-Ownership of Lots. When more than one Person owns an interest in any Lot (a "**Co-Owner**"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. All Co-Owners of each Lot shall designate in writing to the Secretary of the Association one of their number to so vote the interests of their Lot. Fractional votes shall not be allowed. The vote for each Lot shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Lot shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Lot. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the

obligations imposed upon the Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, and in the Articles and Bylaws (to the extent applicable). If a Lot is owned by a corporation, limited liability company, or other entity, the individual entitled to vote for the Lot shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association.

4.03 Classes of Voting Membership. The Association shall consist of two (2) classes of Members, each with voting rights as follows:

A. Class A. Class A Members shall be all Lot Owners, including Declarant. Class A Members shall be entitled to one (1) vote, in accordance with the Bylaws, for each House they own.

B. Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the sum of all Class A Members are entitled to cast at any time, thus giving the Class B Member a 2/3 majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

1. three (3) months after the date on which Declarant ceases to own at least ten percent (10%) of the Lots; or
2. termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership.

Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member, and shall further retain all easement rights or other benefits enunciated in this Declaration.

Article V Functions of the Association

5.01 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board; the Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.02 Required Services. Excepting all obligations and burdens assumed by the CDD, as more fully described in this Declaration, the Association, or its Management Company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same, in

addition to those other responsibilities specified in Section 10.02 of this Declaration, as well as in the Articles or Bylaws:

A. All painting and maintenance of the Common Properties, and all Improvements thereon, as and when deemed necessary by the Board, in addition to painting, maintenance and repair and/or replacement of all exterior walls, privacy walls, and fences, as well as all entry features, as described on the Plat, this Declaration, or any amendment hereof.

B. Maintenance and care for all landscaped areas within the Common Properties of the Project, as well as mowing and irrigation wet checks within the front yards of each Completed Lot, and maintenance and use of irrigation equipment wherever placed to the extent irrigation facilities have been installed by Declarant, or modified hereafter by the Association. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties will be irrigated.

C. Maintenance of any and all streets, roads, driveways, sidewalks, paths and entry features, seawalls, road and Lot drainage, including curbs, gutters, storm sewers and swales, throughout the Common Properties, inclusive of any upgraded or enhanced street lighting (as compared to standard FP&L lights, fixtures and poles), which have not been dedicated to the public or any governmental body or are not the maintenance responsibility of any other entity.

D. Payment of ad valorem and commercial personal property taxes, if applicable, with respect to the Common Properties, both prior to and after conveyance of same by Declarant to the Association. This provision for payment of taxes prior to conveyance of legal title is fair in light of the Members' use and benefit of such property by virtue of easements created herein.

E. Operation of the Common Properties, including, without limitation, all recreational areas and improvements, in accordance with the Rules and other standards adopted by the Board from time to time, both prior to and after conveyance of same by Declarant to the Association.

F. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Articles or Bylaws.

G. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.

H. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.

I. Acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association by Declarant.

5.03 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

- A. Lighting of roads, sidewalks, walks and paths throughout the Property;
- B. Fire protection and prevention;
- C. Garbage and trash collection and disposal;
- D. Conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees;
- E. Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a manned or unmanned guardhouse and/or security cameras;
- F. Maintenance of electronic and other surveillance devices, it being understood that the Association shall have the right to change its surveillance devices and entrance features consistent with its rights and obligations set forth herein or under Florida law.
- G. Installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property;
- H. Such other services as are authorized in the Articles or Bylaws;
- I. Clean-up, landscaping, maintenance, dredging, water treatment, algae treatment, or other care of canals, lakes, roads or other property (public or private) adjacent to the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;
- J. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project; and
- K. The cleaning or pressure cleaning of driveways, to the extent that such cleaning is needed generally throughout the Property.

5.04 Telecommunications Services.

A. Right to Contract for Telecommunications Services. The Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of Wi-Fi, internet, ethernet or other Telecommunications Services for all or any part of the Project. Prior to the completion of the Project, all contracts between a provider of Telecommunications

Services and the Association shall be subject to the prior written approval of Declarant. Declarant and/or its nominees, successors, assigns, affiliates, and licensees may contract with the Association and act as a "Telecommunications Provider" for Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. The Association may also enter into a contract with any affiliate or Declarant as a Telecommunications Provider. If Declarant or its affiliate is a Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within the Project as agreed, from time to time, between the Telecommunications Provider and Declarant, provided, however, that no such fees may be imposed on an Owner by a Telecommunications Provider, except as provided in any written agreement between such Telecommunications Provider and Declarant and/or the Association. All Telecommunications Providers must comply with all applicable ordinances of the City and/or County, as well as applicable state and federal laws and regulations.

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

C. 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 Properties to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from the Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in the Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Properties 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 Properties immediately.

D. Breach and Remedies. 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. All reasonable expenses incurred by the Association in connection with

such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of the Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) published in the Wall Street Journal (or reasonable other source should such paper cease to exist) on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between the Association and a Telecommunications Provider.

5.05 Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VIII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 5.05, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.05 may not be amended.

Article VI Surface Water Management

6.01 Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system throughout the Project, and is intended to be owned, managed and maintained by the Association and/or CDD following conveyance or transfer from the Declarant upon completion. An easement is hereby created over the Common Properties and over all drainage easements throughout the Property, whether now or hereafter existing, in favor of the Association and/or CDD, as provided in Article XVI hereof, as applicable, including each of their respective agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by the CDD or other controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of the Water Management District, the Central Broward Drainage District, and/or Broward County Department of Planning and Environmental Protection (collectively, the "**District**"), the CDD and/or any other controlling governmental authority. The CDD and District each have the right to take enforcement action, including as to the District, the right to bring a civil action for an injunction and penalties, against the Association and/or one or more Lot Owners, to compel the offending party to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the

Association. It is intended that the CDD shall maintain the entire surface water management and drainage system including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the CDD. Notwithstanding the foregoing, the Association will have the right, but not the obligation, to maintain any property which is owned and/or maintained by the CDD or District or any other controlling governmental authority, subject to the requirements of the District.

A. Any proposed amendment to this Declaration, which would affect the surface water management and drainage system, environmental conservation areas, if any, or water management portions of the Common Properties must be submitted to the District to determine whether the proposed amendment necessitates a modification of the Surface Water Management Permit (the “**Permit**”). After a review of the proposed amendment, the District will advise the Association if a modification of the Permit is necessary.

B. The Permit and its conditions shall be attached to the rules and regulations as an Exhibit thereto. The Registered Agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

C. Unless approved by the District, no fishing, swimming and boating shall be permitted in any surface water body.

D. The Association shall have the right and/or obligation to fulfill all obligations and burdens set forth in the Permit or Restrictive Covenants and/or the County.

E. The County shall have the right to take enforcement action, including a civil action for the issuance of an injunction or penalties against the Association to compel it to correct any outstanding deficiencies or unacceptable performance of the surface water management and drainage system or related facilities for the Project, or with respect to “Mitigation Areas” (as hereinafter defined) or conservation areas under the responsibility or control of the Association.

6.02 Mitigation Areas/Restricted Areas. Certain Lots may contain or be adjacent to preserved, restored or created wetlands preservation areas, mitigation areas and upland buffer zones (hereinafter collectively referred to as the “Mitigation Areas”), or any “Restricted Areas” as may be defined in that certain Declaration of Restrictive Covenants dated _____, and recorded in ORB _____ Page _____, of the Public Records of the County (“**Restrictive Covenants**”) and subject to enforcement by the County, any of which may be protected under conservation easements (“**Conservation Easements**”). Additionally, Declarant may, in its sole and absolute discretion, designate certain portions of the Property as Mitigation Areas and/or Restricted Areas. Subject to compliance with County obligations, Declarant, as “licensee,” shall be entitled, at its discretion, to transfer and assign the monitoring and maintenance of the Mitigation Areas and/or Restricted Areas to the Association or District, as applicable, whereby such transferee or assignee shall be thereafter obligated to maintain same pursuant to and specifically in accordance with any Conservation Easements, the requirements and restrictions contained in the applicable governmental and quasi-governmental permits, and in accordance with the requirements of the District, and any applicable governmental or quasi-governmental authority, from time to time. Unless controlled by the District, the Association

shall be responsible for said monitoring and maintenance of the Mitigation Areas, including retaining all necessary consultants and all costs of said monitoring and maintenance (including replacement of plants). The cost of the monitoring and maintenance of the Mitigation Areas, including the hiring of consultants and replacement of plants, shall be a Common Expense of the Association. No Owner or Occupant may alter a Mitigation Area or Restricted Area, except as specifically set forth herein.

6.03 Planted Vegetation. The Mitigation Areas may not be altered by any Owner from their natural permitted condition, with the exception of exotic or nuisance vegetation removal or restoration, in accordance with any restoration plan included within any Conservation Easement. Exotic vegetation may include, but is not limited to melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow and grape vine.

6.04 Prohibited Activities. Activities prohibited within the Mitigation Areas include, but are not limited to: constructing or placing of any building on or above the ground; dumping or placing soil or other substances, including trash or other debris; removal or destruction of trees, shrubs or other vegetation with the exception of exotic or nuisance vegetation, which may be removed; fishing, swimming and boating in any surface water body; and any other activities detrimental to drainage, flood control, water conservation, erosion control and/or wildlife, habitat conservation or preservation, all as prescribed by any applicable governmental or quasi-governmental authority from time to time.

6.05 Maintenance Obligations. The Association or CDD shall be responsible for the perpetual maintenance of the Mitigation Areas and Restricted Areas, unless assumed by the District, and the Association and/or CDD shall take action against Lot Owners and/or Occupants as necessary to enforce the conditions of any Conservation Easement, the restrictions set forth in this Declaration, the requirements and restrictions contained in the applicable governmental and quasi-governmental permits, and in accordance with the requirements of the District, and any applicable governmental or quasi-governmental authority, from time to time. The Association shall install permanent markers or signs, which shall be installed at the edge of the Lot/line buffer, and shall inform Owners and Occupants of the conservation status of Mitigation Areas. The Association shall be responsible for the perpetual maintenance of the signs. The cost of the maintenance of the Mitigation signs shall be a Common Expense of the Association.

6.06 Amendments. Notwithstanding the rights of the Owners, Association and/or Declarant to amend the terms of this Declaration, no such amendment proposed which would affect the surface water management and drainage system, conservation areas, or Mitigation Area portions of the Common Properties shall be deemed effective unless, prior to implementation, such proposed amendment has been submitted to the County, or any applicable agency, for a determination as to whether the proposed amendment necessitates a modification of the environmental resource permits. Should a modification be required, the County, or applicable agency will so advise the permittee. The amendment affecting such system may not be finalized and adopted until any necessary permit modification is approved by the County or applicable agency, or the Association is advised that a modification is not necessary.

6.07 Limits of Mitigation Areas/Conveyances. Notwithstanding anything contained herein, Declarant reserves the right to designate other portions of the Property as Mitigation Areas by Supplemental Declaration without the necessity of joinder of any Owner(s), Mortgagee(s), or the Association. Declarant reserves the right to convey the Mitigation Areas, or any portion thereof, to the City, County, District, or any governmental or quasi-governmental entity, without the necessity of joinder of any Owner(s), Mortgagee(s), or the Association. Upon Declarant's turnover of control of the Association, pursuant to Article IV hereof, the Association shall have the right to convey the Mitigation Areas of any portion thereof, to the City, County, District or any governmental or quasi-governmental entity, without the necessity or joinder of any Owner or Mortgagee(s).

6.08 Irrigation System. A non-exclusive easement is hereby created over the applicable and necessary portions of the Common Properties and the Lots in favor of the Association, including its agents or other designees, for the installation and maintenance of the irrigation system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time, and provided that such easement shall not unreasonably interfere with the Declarant's or any Owner's (including their respective agents or other designees) intended or permitted use of the Common Properties and/or the Lots.

Article VII Covenant for Assessments

7.01 Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association all assessments, consisting of (a) annual Common Assessments for Common Expenses; (b) Individual Assessments; and, if applicable, (c) Special Assessments. All Assessments are to be imposed and collected as hereinafter provided. Each Owner shall also be obligated to timely pay any required "reserve" items as are approved by the Board and/or Association from time to time, in accordance with this Declaration. All Assessments, together with interest, costs, late charges and reasonable attorneys' fees for the collection thereof, shall be a charge on each Lot (except for Declarant-owned Lots) and shall be a continuing lien thereon as more particularly described in Article VIII hereof. Each Assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. Subject to the provisions in Article IX of this Declaration protecting Institutional Mortgages, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Owner and the successors-in-title to such Owner.

7.02 Commencement of Assessments. The obligation of each Completed Lot and Owners thereof for its respective Assessments shall commence the day on which title to the Completed Lot is conveyed to the first purchaser of a Completed Lot, and shall be prorated from such date.

7.03 Common Assessments. The Common Assessments levied by the Association shall be used exclusively to pay Common Expenses. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities

herein for the common benefit of the Owners and to reimburse Declarant for any start-up expenses advanced by Declarant.

7.04 Proportionate Share of Assessments. Declarant anticipates that Manor Parc will be developed in accordance with the Property Plan, and include two (2) different-sized Lots. The Property Plan depicts two (2) different Lot dimensions: "Standard Lots" and "Enlarged Lots," as hereinafter described, and collectively are called the "Lots." Assessments attributable to each of Standard Lots and Enlarged Lots, or any other configuration or allocation of costs for the Project shall be as agreed to by Declarant pursuant to a recorded Amendment to this Declaration. The initial allocation of Lots shall be as contained on Exhibit "E" attached hereto (collectively, the "**Lot Allocation**"), as may be hereafter amended from time to time. Each Owner shall be obligated to pay its respective Assessments pursuant to and consistent with the Lot Allocation. Initially, each Standard Lot shall be obligated to pay .3653% of the annual budget; each Enlarged Lot shall be obligated to pay .4566% of the annual budget. Should Declarant, at its sole option, change the Lot Allocation by allowing for a different housing product to be constructed within a portion of the Property, then following the adoption of a modification to the Lot Allocation, all subsequent Assessments, and required payments by Completed Lot Owners, shall be as determined by Declarant.

7.05 Amount of Common Assessments; When Payable. At least ten (10) days prior to the beginning of each fiscal year, the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during the coming year in performing its functions under this Declaration. The annual Common Assessment for each Lot shall equal the amount of the estimated operating budget, as adopted pursuant to the Bylaws (less any surplus or plus any deficit from prior years), divided by all Completed Lots, if equal, or as described on Exhibit "E" attached hereto. From time to time during the fiscal year, the Board may modify the budget for the fiscal year and, upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in full in advance unless determined by the Board, from time to time, to be payable more frequently. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for Common Expenses be due less than ten (10) days from the date of the notification of such Assessments. The budget and Assessment procedure shall be further subject to the provisions of the Bylaws.

7.06 Declarant Funding of Deficit. Until such time as Declarant no longer controls a majority of the Board of Directors, in accordance with Section 4.03 hereof, or such earlier date on which Declarant notifies the Association in writing that Declarant elects to pay Common Assessments for Common Expenses, as in the case of any other Owner, Declarant shall not be liable for Common Assessments for Common Expenses for any Completed Lots owned by

Declarant, but in lieu thereof, Declarant shall be responsible for all Common Expenses in excess of the Common Assessments for Common Expenses receivable from the other Owners. Declarant shall not at any time be responsible for funding any "reserves," as required by the Association's budget on an annual basis. During such period when Declarant is not liable for Common Assessments for Common Expenses for Completed Lots owned by Declarant, the Common Assessments for Common Expenses shall be established by Declarant based upon Declarant's good faith estimate of what the expenses of the Association would be if all Lots within the Property were improved, so that Common Assessments for Common Expenses during such period will be approximately what said Common Assessments would be if the development of the Property, as contemplated by Declarant, was complete. Such obligation of Declarant shall be deemed a Common Assessment and if Declarant fails to pay same, then the Association shall have all of the remedies for collection provided in this Declaration.

7.07 Individual Assessments. Any maintenance, repair, or replacement within the Property arising out of or caused by the willful or negligent act of an Owner, including Occupants, guests or invitees, shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Completed Lot, to the extent proceeds of insurance are not collected with respect to such loss. Additionally, any fine imposed by the Board in accordance with the Bylaws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, Bylaws, or Rules, shall be charged to such Owner and the Owner's respective Completed Lot as an Individual Assessment.

7.08 Special Assessments. In addition to the Common and Individual Assessments authorized above, the Board may levy at any time, in accordance with the Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital Improvement, upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other Common Expenses of the Association not originally budgeted, including shortfalls in Common Assessments. No action authorized in this Section 7.08 shall be taken without the prior written consent of Declarant as long as Declarant owns any Lot. Such consent may be granted on the condition that the Special Assessment only be applied to Owners and Completed Lots other than Declarant and Declarant-owned Lots, in which event Declarant and Lots owned by Declarant shall be exempt from such Special Assessment. Special Assessments are not covered by Declarant's funding of the deficit set forth in Section 7.06 hereof. Notwithstanding any other portion of this Declaration to the contrary, it is the Declarant's intent that all exterior painting of House buildings shall be funded through the Association's authorizing of a special assessment(s), as are necessary from time to time, to maintain such buildings in a first class condition. All Completed Lots shall be initially assessed at one of two (2) levels, as more fully described on Exhibit "E" attached hereto. Provided Declarant no longer owns any Lots within the Property, the Association may at any time, subject to the affirmative vote of the Board of Directors, change the methodology (exclusive of Lot Allocation) stated herein, including any required reserve funding therefor.

7.09 Notice for any Special Assessment. Written notice of any meeting of Members called for the purpose of authorizing a Special Assessment, or as part of an annual meeting of

Members, shall be sent to all Members not less than fourteen (14) 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 requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

7.10 Financial Reports. Within ninety (90) days following the end of each fiscal year, the Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the preceding fiscal year, and shall cause to be distributed a copy of each such statement to each Member, and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board. Such financial report shall be, at a minimum, reviewed and certified by an independent certified public accountant, and, at the election of the Board, may be audited.

7.11 Assessment Roster and Notices. The Association shall maintain a roster of the amount of all Assessments against each Lot, which shall be calculated in accordance with this Article VII. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser or the purchaser's mortgagee a certificate in writing signed by an officer of the Association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee shall be conclusive as to the information set forth therein.

7.12 Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment shall be payable pursuant to written notice to each Owner by the Board, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

Article VIII
Effect of Non-Payment of
Assessments; Remedies of the Association

8.01 Effect of Non-Payment of Assessments; Remedies of the Association. A lien is hereby imposed upon each Completed Lot to secure the payment of all Assessments now or hereinafter imposed on the Lot by the Association (the "**Assessment Lien**"). The Assessment Lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' and legal assistants' fees and costs incurred at all tribunal levels, as well as late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within the time periods as provided in Article VII hereof shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or any greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made. If any installment of an Assessment is not paid when due, as extended by grace periods provided hereunder, the Owner responsible therefor may be required further by the Board to pay a late charge equal to an amount not greater than the amount of the

unpaid installment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its Assessment Lien against the Completed Lot of such Owner(s), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his or her Completed Lot. If any installment of a Common Assessment is not paid within when due, as extended by grace periods provided hereunder, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year. If the delinquent installment(s) of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable upon written notice of such election by the Association, which may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any payments made to the Association by any Owner shall be applied or be disbursed by the Association, in order, for (i) any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its Assessment Lien; (ii) reasonable attorneys' fees and costs incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Owner for the enforcement of its Assessment Lien; (iii) interest on any Assessments or other monies due to the Association, as provided herein; and (iv) any unpaid Assessments owed to the Association with application to the oldest Assessments first.

8.02 Notice of Lien. No action shall be brought to foreclose the Assessment Lien herein created unless at least thirty (30) days has expired following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Completed Lot, and a copy thereof has been recorded by the Association in the Public Records of the County. The Notice of Lien must recite a good and sufficient legal description of any such Completed Lot, the record Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the rate set forth in Section 8.01 hereof, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said Assessment Lien and late charges), and the name and address of the Association as claimant. Such Notice of Lien shall be signed and acknowledged by a duly authorized officer or agent of the Association. Filing of the Notice of Lien shall not be a prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of Section 8.03 hereof). The Assessment Lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, charges, interest and reasonable attorneys' fees which accrue subsequent to filing the Notice of Lien.

8.03 Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage, which is arm's-length, made in good faith and not intended to avoid said lien, and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any Completed Lot shall not affect the Assessment Lien. However, the sale or transfer of any Completed Lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the Assessment Lien as to installments and other sums which became due prior to such sale or transfer. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees; provided, however, no sale or transfer shall relieve such Completed Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

8.04 Foreclosure Sale. The Assessment Lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through a duly authorized officer or agent, shall have the power to bid on the Completed Lot at foreclosure sale, with credit given for the amount of the judgment, and to acquire and hold, lease, mortgage and convey the same.

8.05 Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association (including payment of all delinquent principal, interest, late charges, and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of the Assessment Lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Two Hundred Fifty Dollars (\$250.00), to cover the cost of preparing and recording such release.

8.06 Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law or in equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Article IX **Rights of Institutional Mortgagees**

9.01 General Lender Rights. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any Institutional Mortgage held by an Institutional Mortgagee encumbering a Lot or Completed Lot, conditioned on such notice or request specifying the name and address of the requesting party, then such party shall be entitled to prompt written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the Property or any Lot or Completed Lot encumbered by its Institutional Mortgage;

B. any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or Completed Lot on which it holds the Institutional Mortgage;

C. a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. any proposed action which requires the consent of a specified percentage of Institutional Mortgagees.

9.02 Financial Statement. Any Institutional Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year, pursuant to Section 7.10 hereof.

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

9.04 Lender Safe Harbor. Any Institutional Mortgagee which meets the definition of a "*first mortgagee*," pursuant to Section 720.3085, Florida Statutes, may avail itself of those protections set forth in that statute, or any subsequent amendments thereto which are more favorable to such first mortgagees.

9.05 Amendments. Any Institutional Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws, or prior to the effective date of any termination of an agreement with the Management Company.

Article X Maintenance and Repair Obligations

10.01 Maintenance Obligations of Owners. Except for the duty of the Association to provide for maintenance and other services as enunciated in Section 5.02 of this Declaration, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair,

replace and restore the Lot, including all landscaping and other Improvements located thereon in a neat, sanitary and attractive condition, as may be subject to the Owner's respective control in accordance with the terms of this Declaration. In the event that any portion of such Lot (i) falls into disrepair, (ii) is not properly maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or (iii) otherwise violates any of the obligations stated in this Declaration, then the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, to correct such condition and to enter upon such Lot to make such repairs or to perform such maintenance as is required in the Association's reasonable discretion; provided, however, the Association shall have the right of immediate entry with respect to those portions of the Lot lying outside of the house or other enclosed structures in the event of an emergency. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective Lot. The Owner of such Lot shall pay promptly all amounts due for such work, pursuant to written notice received from the Association in like fashion to an Individual Assessment. Any costs and expenses or collection may be added, at the option of the Board of Directors, to the Individual Assessment.

10.02 Maintenance Obligations of Association. Except as to any burdens or obligations undertaken by the CDD or District, the Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, and shall further maintain:

- A. Portions of Lots, as more particularly described in Section 5.02 hereof;
- B. All recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings or other structures situated on the Common Properties, except if such facilities are to be maintained by either private or public utility companies, or some governmental agency;
- C. Necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties; and
- D. Maintain, reconstruct, replace and refinish any paved surface on the Common Properties.

All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine, in its sole judgment, to be appropriate.

10.03 Groundwater Use Restrictions. There shall be no use of the groundwater under the Property at any time unless approved in writing by the County. There shall be no drilling for water, nor shall there be any wells installed on the Property, other than monitoring wells pre-approved in writing by the Broward County Pollution Prevention Division ("PPD") in addition to any authorizations required by the County, the District and the Florida Department of Environmental Protection Water Resources Management Division ("WRMD"). For any dewatering activities on the Property, a plan approved by PPD must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

10.04 Soil Restrictions. Excavation and construction below land surface is subject to the Restrictive Covenants and is hereby prohibited within the Property except in compliance herewith, whereby any contaminated soils that are excavated are removed and properly disposed of pursuant to and in accordance with Chapter 62-780, F.A.C. and Chapter 27 of the County Code. In addition to those restrictions above, nothing herein shall limit any other legal requirements being imposed regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by the County must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Property.

Article XI Use Restrictions

11.01 General Terms. The Property shall be held, used and enjoyed subject to all of the terms, limitations and restrictions of this Declaration, including this Article XI; provided, however, these restrictions (collectively, the “**Use Restrictions**”) shall be further amplified and/or limited by the Rules. Declarant is exempt from all of this Article XI, including the Rules applicable to this Article XI. Each of the Use Restrictions stated hereinafter may be regulated, enforced, or waived by the Association, through its Board or its designees. Each use of “**Board**” in this Article XI shall include its designees, unless specifically prohibited in this Declaration or under Florida law. The Use Restrictions are as follows:

11.02 Enforcement. Failure of an Owner to comply with any limitations or restrictions in this Declaration or with any other Rules promulgated by the Association shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all reasonable legal fees incurred by the Association in connection with the enforcement of this Declaration or with any Rules promulgated by the Association, whether or not an action is actually begun. Any such legal fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, and shall constitute a lien upon the applicable Lot with the same force and effect as a lien for Assessments. In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner, an Owner’s Family, and/or Occupants to the use of some or all Common Properties, as well as Community Systems and/or Telecommunications Services, for violations of this Declaration, except as otherwise provided in this Article XI; and suspend the voting rights of an Owner if such Owner is delinquent in payment of Assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any of Owner’s Family or Occupants for failure of such Owner, and/or such Owner’s Family or Occupants, to comply with this Declaration; provided the procedures are consistent with the terms of Section 11.04 hereof.

11.03 District/CDD. Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of this Declaration, the District and/or CDD shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the

Association to compel the Association to correct any failure by the Association to operate, maintain and repair any portion of the drainage system in accordance with the Permit.

11.04 Procedures.

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of 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 of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association desires to impose a fine or suspend the use rights of an owner, the Association shall comply with the requirements of Florida Statutes §720.305(2)(a). At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine. Fines as provided in this paragraph and elsewhere in this Declaration may not exceed One Thousand and No/100 (\$1,000.00) Dollars per infraction.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board, after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notwithstanding anything to the contrary contained herein, unless contrary to applicable law, Notice and Hearing, as provided in Subparagraphs A and B above or elsewhere in this Declaration or the Rules, shall not be required with respect to the imposition of suspension of use or voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges, or any other monetary obligation due to the Association when due, if such non-payment exceeds more than ninety (90) days.

F. Access. Suspension of use right to Common Properties shall not impair the right of an Owner, its Family and/or Occupants, to have vehicular and pedestrian ingress to and egress from such Lot and/or House, including, but not limited to, the right to park.

11.05 Enforcement Procedures. In order to enforce the violations and multiple violations of these Use Restrictions, Rules of Manor Parc, and overall ongoing proper management and maintenance of the Project, the Association shall adhere to the foregoing procedures.

11.06 Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed within any portion of the Property if such are visible from anywhere outside of each prospective Lot. The Board shall have the right to reasonably require each such clothes drying area to be landscaped in a fashion which will camouflage the presence of such clothes drying lines or facilities.

11.07 Trash. No trash or garbage cans, supplies, milk bottles, or other articles shall be placed on front patios, and the Board shall have the right to prescribe a "standard" trash or garbage container to be used by each Owner. To provide a healthy environment and in order to eliminate odors and vermin, all trash and garbage must be placed in plastic bags and deposited only in the areas and on the days designated by the Board. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

11.08 Automobiles, Commercial Vehicles and Boats. Except as provided below, truck or other commercial vehicle, including, without limitation, a commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may not be kept overnight on the Property (the "**Prohibited Vehicles**") unless totally enclosed in a garage and not visible from the outside. Prohibited Vehicles include, but are not limited to, those (i) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (ii) containing tool racks, saddle racks, or other elements of a commercial nature. No vehicles shall be repaired within the Property, except on an emergency basis. No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. Except as provided below, no boat or watercraft shall be stored overnight in the Property, unless totally enclosed in a garage and not visible from the outside. The Association may, but shall not be obligated to, designate certain portions of the Common Properties, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this Section 11.08 may, in the sole and absolute discretion of the Association, be terminated for such use without cause. The Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

11.09 Agents of Association. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such person is an officer or director of the Association acting within their scope of authority.

11.10 Construction of Improvements. During construction of any permitted Improvements on a Lot, the Lot and all other portions of the Property shall be kept in a clean, neat and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Lot and the Property. After commencement of construction of any permitted Improvements on any Lot, the work thereon shall be diligently pursued and completed so that Improvements shall not remain in a partly finished condition for any period of time longer than that which is absolutely required.

11.11 Nuisances. No Owner shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant

odors, or (iv) any other nuisance or annoyance by himself, his family, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board.

11.12 Antennas. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, aerial, satellite dish or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of a Lot without the prior written consent of the Board; provided, however, no approval shall be required for the installation of small (18 in.) satellite dishes within the interior of the utility bay located on the building roofs.

11.13 Signs. No sign, advertisement, notice or other lettering (except street numbers in front of Lots or names and addresses on mail boxes) shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Property without the written consent of the Board. The Board shall have the right to prohibit any signs offering property for sale or rent, or limit the size of such sign. No Owner shall cause any sign, advertisement, notice or other lettering to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved by the Board.

11.14 Off-Street Parking. No overnight parking on the streets, nor encroaching on sidewalks or swale areas, shall be permitted, except as may be amended or consented to in writing by the Board.

11.15 Rules and Regulations. There are current Rules of the Association; provided, however, the Association may adopt additional reasonable rules and regulations, or amend or eliminate those operative from time to time, pertaining to the use and maintenance of the Property, including rules and regulations relating to any of the Common Properties.

11.16 Garages. No Owner shall cause any garage on his or her Lot to be permanently enclosed, converted, or otherwise remodeled to allow for occupancy of any occupants of the Lot, without first obtaining necessary governmental approval(s), as well as prior written approval by the Board.

11.17 Fences. Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as permitted by the Board. All fences, if permitted, must be kept in good repair, including periodic painting for wooden fences and removal of damaged portions thereof. If fences are permitted, the Board may, in its discretion, require a parallel shrubbery to camouflage the presence of such fence, and the Board may require Owners to provide access to the rear yards of Lots for maintenance purposes.

11.18 Pets and Animals. Only common household pets belonging to Owners (or those occupying Lots through the authority of Owners), and which pets have been approved by the Board, will be allowed within the Property, subject to the following further restrictions: (a) only common household pets may be kept in a Lot; (b) no pet shall be permitted outside a House except on a leash and at all times under the control of its Owner; (c) no other animals, livestock

or poultry of any kind shall be kept on any portion of the Property; (d) no pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (e) no pets shall be allowed to constitute a nuisance; (f) each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle; and (g) no House may house more than two (2) pets at a time. The Board shall have the right to promulgate Rules further restricting the keeping of pets.

11.19 Emergencies. In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by its shall have the immediate right, but not the obligation, to enter any Lot for the purpose of remedying or abating the cause of such emergency, at the Board's discretion, notwithstanding that the Owner of such Lot is present at the time of such emergency.

11.20 Soil/ Groundwater Conditions. As set forth in this Declaration, including, without limitation, Sections 2.03, 10.03 and 10.04 hereof, the Property has been developed by Declarant in accordance with Restrictive Covenants set forth in an agreement between Declarant and the County. There are restrictions applicable to all Owners and Occupants prohibiting digging or disturbing any soil or subsurface material deeper than 2-feet below the surface of Lots and no Owner or Occupant shall cause the removal or use of groundwater within any portion of the Project unless prior written approval is obtained from the County. Prior to any Owners or Occupants engaging in moving or digging any soil or other landscaping material, such Owners and Occupants are advised to review such plans with the Declarant (and thereafter, the Association) prior to commencing such activities in order to safely effectuate what is intended by such activities. It is incumbent upon any Owner leasing his/her residence to inform any tenant or other Occupant residing in a Residence of the warnings contained herein.

11.21 Swimming Pools. No Owner is permitted to install or construct any below-grade swimming pool or other equipment at any time, except if prior written approval is obtained from the County.

11.22 Solicitation. There shall be no solicitation by any person anywhere in the Property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

11.23 Insurance. Nothing shall be done or permitted by any Owner which would increase the rate for any insurance maintained by the Association, or cause such insurance to be cancelled or not renewed by the insurer.

11.24 No Interference with Construction. No Owner shall interfere with or impede any of Declarant's construction and marketing activities within the Property so long as Declarant shall be performing same.

11.25 Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business

activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitation of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms “**business**” and “**trade**” as used in this Section 11.25 shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

11.26 Leasing of a Completed Lot. Completed Lots shall not be leased without the prior written approval of the Association, subject to leasing guidelines established by the Board in its Rules from time to time; provided, however, in no event shall any Owner have the right to lease its Completed Lot until one year following conveyance from Declarant to each such Completed Lot Owner and thereafter not more than once every six (6) months. All leases shall provide that the Association shall have the right to terminate the respective lease in the event of a default by an Owner’s tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. Notwithstanding the lease of an Owner’s Completed Lot, all liabilities and obligations of the Owners created hereunder, including the Rules, shall continue unabated.

11.27 No Temporary Buildings. No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Board.

11.28 Exceptions. None of the Use Restrictions set forth in this Article XI shall apply or govern the activities of Declarant, including those activities in connection with its construction, development and marketing of the Project or any other real estate developments owned by affiliates of Declarant. Without limitation, this shall include:

- A. The construction of buildings, or any other Improvements within the Property;
- B. The sale of Houses by Declarant or any other person or entity initially constructing Houses within any portion of the Property; and
- C. The sale of other lands or property owned or controlled by affiliates of Declarant for up to two (2) years following the sale and conveyance of all Lots.

Article XII

Damage or Destruction to Common Properties

Damage to or destruction of all or any portion of the Improvements on Common Properties shall be handled in the following manner:

A. In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Improvements on Common Properties to be repaired and reconstructed substantially as they 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 to the Improvements on the Common Properties, then the Association shall cause such Improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners and Lots and no consent of Owners shall be required as otherwise would be the case in the event of a Special Assessment over Twenty-Five Thousand Dollars (\$25,000.00). Declarant and Declarant-owned Lots shall be exempt from such Special Assessments, in accordance with Section 7.06 hereof.

C. If the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000.00) to effect total restoration to the Improvements on the Common Properties, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (i) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, (ii) rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (iii) not rebuild and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the written approval of the Board, which may preapprove plans to be submitted to the Members at a special meeting of Members. Declarant and Declarant-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof.

D. Each Owner shall be liable to the Association for any damage to the Common Properties which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's Family, tenants, guests and invitees, both minor and adult. In addition, the Association shall have the right to charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner. In the case of Co-Owners of a Lot, defined in Section 4.02 of this Declaration, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining

Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

Article XIII
Insurance

13.01 Common Properties. The Association shall keep all buildings, structures, fixtures and other insurable Improvements located on the Common Properties insured under a blanket all-risk insurance policy against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles). The Association shall obtain and keep in full force and effect windstorm and flood insurance coverages, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds may be used by the Association for the repair or replacement of the property for which the insurance was carried, at the option of the Board. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

13.02 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of this Article XIII; provided, however, should there be any damage directly caused by or arising out of the action or inaction of any Owner or other occupant of a Lot, as to which an Owner is then responsible, which damage has been caused to any of the Common Properties or other Lots within the Project, then such responsible Owner(s) shall be fully liable for such damage or destruction caused, which shall include, without limitation, any reasonable expenses incurred by the Association, including the payment of any deductible sums under any insurance policy.

13.03 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, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

13.04 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverage, in such limited as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and

Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

13.05 Individual Insurance. By virtue of taking title to a Lot subject to the terms of the Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon, as well as windstorm and flood insurance coverages. Each Owner of a Lot further covenants and agrees in the event of a loss or damage resulting in less than total destruction of structures comprising such Lot, then the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure as soon as reasonably practicable, but in any event within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, and pursuant to all governmental regulations and requirements then in effect. The Owner shall pay any costs of repair and reconstruction which are not covered by insurance proceeds. Any such repair or reconstruction shall be substantially in accordance with the original plans and specifications (allowing for building or fire code changes and technical or functional improvements) or as otherwise approved by the "ARC" (as defined in Section 15.01 hereof) and the Association's Board of Directors.

Article XIV
Annexation of Additional Property
and Withdrawal of Property

14.01 Annexation Without Approval of Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex additional real property and subject same to the provisions of this Declaration and the jurisdiction of the Association to all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

14.02 Annexation With Approval of Membership. Subject to the consent of the owner thereof, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than seventy-five percent (75%) of the Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by

an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 14.02 and to ascertain the presence of a quorum at such meeting.

14.03 Acquisition of Additional Common Properties. Declarant may convey to the Association additional real property, improved or unimproved, and upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Property for the benefit of all of its Members.

14.04 Withdrawal of Property. Declarant shall be entitled to withdraw all or a portion of the Property owned by Declarant from the terms and conditions of this Declaration. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the “**Withdrawn Property.**” In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration as often as it chooses to do so, in its sole and absolute discretion, and without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

14.05 Amendment. This Article XIV shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any portions of the Property.

Article XV Architectural Control

15.01 Improvements. All “**Improvements,**” as defined hereby, shall be subject to approval, as necessary; provided, however, the Board shall hereby retain the right, to be exercised at any time in the future, at its option, to create an Architectural Review Committee (“**ARC**”) in accordance with this Article XV, whereby, the ARC shall create certain building criteria and have the right to require that Improvements constructed within the Property be in compliance with such criteria.

15.02 The Architectural Review Committee. The Architectural Review Committee, sometimes referred to in this Declaration as the “**ARC,**” or “**Committee,**” shall initially consist

of one (1) person who shall be designated by Declarant from time to time, and which number of Committee members may be increased by Declarant at any time. The Committee member appointed by Declarant shall hold office until the membership ceases pursuant to Article III of this Declaration. Thereafter, the Committee shall consist of three (3) members who shall be appointed by the Board and shall hold office until such time as they shall resign or be removed by the Board. Members of the Committee not appointed by Declarant may be removed by the Board at any time without cause.

15.03 Community Standard. Subject to Section 15.10 below, no Improvement of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee, in accordance with the "Community Standard." The "**Community Standard**" shall mean the conduct, maintenance or other activity generally prevailing throughout the Property, but may be more specifically determined by the Board or the ARC, though not inconsistent with any standard created by the Declarant, and in compliance with all environmental restrictions set forth herein or pursuant to any other recorded documents. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any Improvement or other structure affected thereby will be in harmony with surrounding structures and Improvements and is otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. Any approval of additional landscaping by the Committee may be made on the condition that such landscaping be maintained by and at the sole cost of the Owner of the affected House. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any House shall be further conditioned on compliance with City ordinances and the obtaining of applicable governmental approvals, if any.

15.04 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing.

15.05 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not be one of its members) to take any action or perform any duties of the Committee on its behalf. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

15.06 No Waiver of Future Approvals. The approval of the Committee 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 Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

15.07 Compensation for Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

15.08 Liability of the Committee. No member of the Committee (or Declarant or the Board which appointed them or any representative designated by the Committee) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Committee members (and the Declarant and/or Board which appointed them and any representative designated by the Committee) harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the approval of any plans regardless of the negligence of the committee members, their representative, or appointing entity.

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

A. Upon the completion of any work for which approved plans are required under this Article XV, the applicant for such approval ("**Applicant**") shall give written notice of completion to the Committee.

B. Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such completed work. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

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 Committee shall notify the Board in writing of such failure. Upon proper Notice and Hearing, the Board shall determine whether there is a 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 Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board may levy an Individual Assessment against such Applicant for reimbursement.

D. If for any reason the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

15.10 Declarant's Exemption. Anything herein to the contrary notwithstanding, Declarant and any builder designated by Declarant, and all property owned by any of the foregoing, shall be exempt from the provisions of this Article XV. Declarant, and any builder designated by Declarant, shall not be obligated to obtain Committee approval for any construction or changes in construction which Declarant or other Builder or Lot Developer designated by Declarant may elect to make.

15.11 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Committee. 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 operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declarations 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 governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

15.12 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ARC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Project is completed, Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

15.13 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously

approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

15.14 Permits and Governmental Approval. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction. Approval by the City, County and/or other applicable governmental authority does not waive the requirement for ARC approval. Likewise, ARC approval does not relieve Owner of the responsibility of obtaining any and all necessary governmental permits and approvals.

15.15 Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or the Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

15.16 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 ARC 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.

15.17 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 ARC, the Association and/or ARC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the House, stating that the improvements on the House, fail to meet the requirements of this Declaration and that the House is subject to further enforcement remedies.

15.18 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any Improvement constructed or erected by other than Declarant, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ARC, certifying that the Owner has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARC's rights set forth in this Article XV.

15.19 Exculpation. Declarant, the Association, the directors or officers of the Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans

and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a House, that it shall not bring any action or suit against Declarant, the Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section 15.19.

15.20 Indemnification. The Association does hereby indemnify, defend and hold Declarant and the ARC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ARC or their members, officers and directors. Declarant, the Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Article XVI **Community Development District**

16.01 Sabal Palm Community Development District. Declarant reserves for itself, the Association and their respective successors and assigns, the right to dedicate, transfer, or otherwise convey portions of Manor Parc, including, without limitation, the Common Properties, to the Sabal Palm Community Development District ("CDD") for purposes of having the CDD construct, operate, maintain and repair any and all public improvements, which the CDD may own and operate pursuant to the provisions of Chapter 190, Florida Statutes. The Association may also contract with the CDD for the CDD to perform any maintenance or repairs of the Common Properties. The CDD includes all of the Property, as well as other lands. The CDD may provide, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain urban infrastructure facilities and services, systems and facilities, including without limitation, surface water management; roads and bridges; street lighting; parks and facilities, and will have the authority to administer, operate, and maintain some or all of the Common Properties, and to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. When a part of the Project becomes CDD Property, the expenses of administration and maintenance relating thereto shall cease to be Operating Expenses. If required by law, or if deemed by Declarant to be in the best interests of the Project, the Association shall convey to the CDD the legal title to any Common Properties that are maintained by the CDD.

16.02 Costs of Administration. Subject to any governmental requirements, Declarant intends for the CDD and not the Association to administer, operate, and maintain the Common Properties, or portions thereof, and to levy and collect fees, charges, taxes, rates, and assessments to pay for and to provide such services to administer, operate, and maintain the Common Properties. THE ADMINISTRATION, OPERATION AND MAINTENANCE CHARGES, EXPENSES, AND ASSESSMENTS FOR THE COMMON PROPERTIES AND

INFRASTRUCTURE WILL VARY DEPENDING UPON THE ANNUAL BUDGET OF THE CDD FOR EACH FISCAL YEAR AND NO ASSURANCE IS, OR CAN BE GIVEN, AS TO THE FUTURE LEVELS OF SUCH OPERATION AND MAINTENANCE.

16.03 Powers of CDD. The Association and each Owner agree, by acceptance of a deed or other instrument conveying title to any portion of the Project for itself, its successors and assigns and grantees, to, without reservation or objection, take all steps and join in and execute all documents necessary and make such other written joinder and execute all approvals and consents necessary to make all properties within the CDD subject to the laws, rules and regulations relating to the CDD. By acceptance of its deed of conveyance, each Owner appoints Declarant as attorney-in-fact for the Owner to execute any and all approvals, consents and other instruments necessary or appropriate to fully implement the CDD and make said Owner's property subject to the CDD and the laws, rules and regulations relating to the CDD. The foregoing appointment is a power coupled with an interest and shall be irrevocable. Each Owner shall be solely responsible for all service charges, fees and taxes and assessments levied by the CDD with respect to the property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the property owned by such Owner. All of the duties, responsibilities and obligations of the Association under this Declaration relating to the improvements and functions undertaken by the CDD shall terminate and such duties, responsibilities and obligations shall thereafter be undertaken and performed by the CDD.

16.04 Chapter 190 Disclosure. THE CDD IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE DISTRICT. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES, FEES, CHARGES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND MAY BE PAYABLE DIRECTLY TO THE COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE DISTRICT MAY CONSTITUTE A LIEN UPON THOSE PORTIONS OF THE PROPERTY THAT ARE WITHIN THE CDD. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds will be funded by ad valorem taxes on all the taxable property within the CDD, or by the imposition of rates, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

16.05 Other Special Taxing Districts. In addition to the rights of Declarant in creating the CDD, for as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of

the Common Properties of the Association to a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, surface water management systems, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the City, County and all other applicable governing entities having jurisdiction with respect to the same.

Article XVII
Rights of Declarant/Association Protections

17.01 Modification of Property Plan. Declarant reserves the absolute right at any time and from time to time to modify the Property Plan for all or any portion of the Property, and in connection therewith to develop residences upon the Property which are substantially different from the planned residences for the Property from time to time, and in the event Declarant changes the type, size, or nature of the residences or other Improvements to be constructed upon the Property, Declarant shall have no liability thereafter to any Owner, Occupant or the Association. In addition, Declarant makes no representations or warranties as to the manner in which any other property outside of the Property will be developed, and shall have no liability to any Owner as regards the development of any other property in or around the Property.

17.02 Common Properties. Sales brochures, master plans, and marketing materials are current conceptual representations as to what facilities, if any, will be included within the Common Properties. Declarant specifically reserves the right to change the layout, composition, and design of any and all Common Properties at any time without prior notice, at Declarant's discretion.

17.03 Sales, Leasing and Administrative Offices. Declarant shall have the perpetual right, subject to all applicable laws, ordinances and regulations, to take such action reasonably necessary to transact any business necessary to consummate the development and construction of Manor Parc, including sales and re-sales and leasing of Houses, and/or other properties owned by Declarant or others outside of the Project. This right shall include, but not be limited to, the right to maintain models, sales offices, rental offices, and parking associated therewith, have signs on any portion of Manor Parc, including Common Properties, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Properties. All sales and rental offices and signs and all items pertaining to development and construction, as well as sales and leasing, remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to one or more "Builders" or "Lot Developers."

17.04 Modification. The development and marketing of Manor Parc will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration, the Community Standards, or otherwise, shall be construed to limit or restrict such development and

marketing. It may be necessary or convenient for the Declarant or its assignee to amend the Plat and/or the Property Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

17.05 Use by Prospective Purchasers. Declarant shall have the right, without charge, to use the Common Properties for the purpose of entertaining prospective tenants and purchasers of Lots or Completed Lots, as well as other properties owned by Declarant (or its affiliates) outside of Manor Parc.

17.06 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

17.07 Representations. Declarant makes no representations concerning development both within and outside the boundaries of Manor Parc, including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all land and Improvements within or adjacent to the Project, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

17.08 Association Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF MANOR PARC, WITHOUT LIMITING THE GENERALITY OF THE FOLLOWING:

A. IT IS THE EXPRESS INTENT OF THIS DECLARATION AND THE RULES THAT ALL OF SUCH DOCUMENTS, INCLUDING THE VARIOUS PROVISIONS THEREOF, WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROJECT HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROJECT AND THE VALUE THEREOF; AND

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

C. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND

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

D. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A COMPLETED LOT AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE PROJECT (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. 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, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

Article XVIII
General Provisions

18.01 **Enforcement.** This Declaration, including the Articles, Bylaws and Rules, may be enforced by the Association, as well as Declarant so long as Declarant owns any portion of the Property. Enforcement by the Association (and Declarant) shall include and be governed by the following:

A. Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by Declarant or the Association. Any judgment rendered in any action or proceeding to enforce this Declaration or the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

B. The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by Declarant or the Association.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. All remedies provided at law or in equity shall be deemed incorporated herein so as to permit the employment of all remedies permitted under Florida law.

18.02 Severability. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

18.03 Term. Subject to the amendment provisions of Section 12.05 hereof, this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Declarant, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by 75% of the Members and 75% of the Institutional Mortgagees has been recorded terminating this Declaration. At such point of termination, no prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof. Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a trustee appointed by the circuit court for the County, which trustee shall sell the Common Properties free and clear of the provisions hereof upon terms established by the trustee and approved by the court. The proceeds of such a sale shall first be used for the sale, operation, maintenance, repair and upkeep of the Common Properties, including a trustee's fee approved by the court, then for the payment of any debts or obligations constituting a line on the Common Properties. The excess of proceeds, if any, shall be distributed among the Owners equally. Only those easements which state that they shall survive termination hereof shall so survive unless otherwise required under Florida law.

18.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities and Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular and the masculine, feminine and neuter genders shall each include the others.

18.05 Amendments. This Declaration may only be amended: (a) by the affirmative vote (at any annual or special meeting of Members) of Members holding not less than seventy-five percent (75%) of the votes of the Class A Membership [votes present, as to large associations] and (so long as Declarant owns any portion of the Property) the affirmative vote of Declarant; or (b) so long as Declarant owns any portion of the Property, by act (with or without a meeting or notice) of Declarant alone. However, no amendment shall be permitted which has a material and adverse effect upon rights of Declarant or an Institutional Mortgagee without the prior written consent of Declarant or such Institutional Mortgagee, as appropriate. Nothing contained herein shall affect the right of Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. This Section 18.05 may not be amended. In the event any

amendment is sought other than by Declarant, notice shall be given to all Owners and Institutional Mortgagees who have requested notice pursuant to Article IX hereof at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, an authorized officer of the Association shall execute an amendment to this Declaration which shall set forth the terms of the amendment, which shall be effective upon its recording. Such amendment shall be recorded in the Official Records of the County. Amendments made by Declarant need be signed only by Declarant with no recitation of the items set forth immediately above.

18.06 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

18.07 Notices. Any notice permitted or required to be delivered as provided herein shall (unless otherwise expressly set forth herein) be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address for such Person contained in the records of the Association. Such address shall be used for all purposes, unless changed from time to time by notice in writing to the Association.

18.08 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY DECLARANT TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BY LAW.

18.09 Declarant Exemption. Anything in this Declaration to the contrary notwithstanding, so long as Declarant owns any portion of the Residential Property, nothing herein shall be construed to prevent, limit, or impair Declarant's right and ability to complete development of the Property in any manner determined by Declarant from time to time, including, but not limited to, Declarant's right to operate and maintain models, gates, sales and leasing offices, construction activities, promotional activities and signs.

18.10 Information. The Association shall make available for inspection to Owners and Institutional Mortgagees, upon request, during normal business hours, current copies of this Declaration, the Articles, Bylaws, or any Rules concerning the Property, together with the books, records, and financial statements of the Association.

18.11 Voidability of Contracts. The Association shall not have the right to cancel any contract, lease, or management agreement entered into by the Association prior to Declarant

turning over control of the Association to Owners other than Declarant, unless the Association has a right of termination “**without cause**” in such contract, lease, or management agreement, which is exercisable without penalty at any time after transfer of control upon not more than ninety (90) days’ notice to the other party.

18.12 Assignability of Declarant’s Rights. The rights of Declarant under this Declaration, the Articles, and the Bylaws may be assigned any number of times, in whole or in any part, on an exclusive or non-exclusive basis by written instrument recorded in the public records of the County. Any partial assignee shall not be deemed the Declarant, nor shall it be burdened by any of Declarant’s obligations arising under this Declaration, except as expressly and specifically assigned and assumed. No assignee shall have any liability for any acts of Declarant or any prior declarant, prior to the date of assignment or transfer, unless such assignee is assigned and agrees to assume such liability.

18.13 Priority of Documents. This Declaration shall be paramount in those instances of irreconcilable conflict among or between it and the Articles, Bylaws, or Rules, in the absence of any express language indicating which document controls the particular subject matter; the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

18.14 Real Property Covenants. All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all Owners as herein defined, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles and Bylaws. Both the burdens imposed and the benefits derived from this Declaration shall run with each Lot, as herein defined.

18.15 No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Properties or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Section 15.15 shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.


18.16 Modification of Property Plan. Declarant reserves the absolute right at any time and from time to time to modify the Property Plan for all or any portion of the Property, and in connection therewith to develop residences upon the Property which are substantially different from the planned residences for the Property from time to time, and in the event Declarant changes the type, size, or nature of the residences or other Improvements to be constructed upon the Property, Declarant shall have no liability thereafter to any Owner. In addition, Declarant makes no representations or warranties as to the manner in which any other property outside of the Property will be developed, and shall have no liability to any Owner as regards the development of any other property in or around the Property.

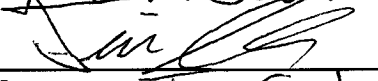
18.17 Venue. EACH OWNER ACKNOWLEDGES THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN THE COUNTY, FLORIDA. DECLARANT HAS AN OFFICE IN THE COUNTY, AND EACH PARCEL IS LOCATED IN THE COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY.

Declarant and the Association have caused this Declaration to be executed as of the date first written above.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

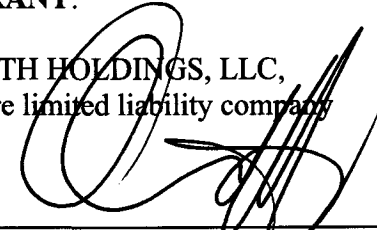
Witnesses


Print Name: EUSA SEGUIN


Print Name: Tim Sanders


DECLARANT:

SPL SOUTH HOLDINGS, LLC,
a Delaware limited liability company


By: _____
Name: ARNAUD KARSENTI
Title: AUTHORIZED AGENT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was subscribed and sworn to before me this 7th day of FEBRUARY, 2017, by ARNAUD KARSENTI, as AUTHORIZED AGENT of SPL SOUTH HOLDINGS, LLC, a Delaware limited liability company, who is personally known to me, or has produced _____, as identification.


SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA
PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC: EUSA SEGUIN
COMMISSION NUMBER: FF975191
COMMISSION EXPIRES: MARCH 24, 2020
NOTARY SEAL:



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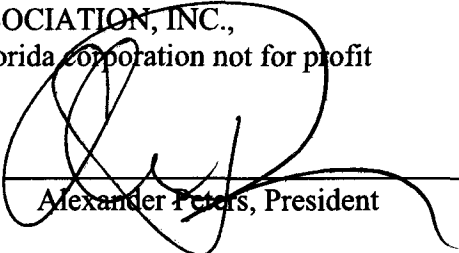
Witnesses


Print Name: ELISA SEGUIN


Print Name: RODRIGO BONVIN

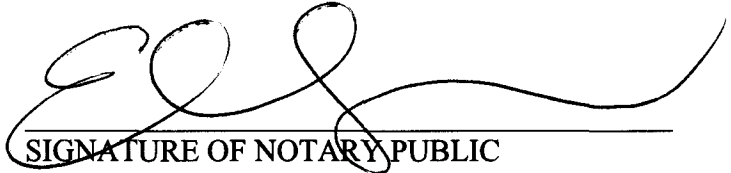
ASSOCIATION:

MANOR PARC HOMEOWNERS
ASSOCIATION, INC.,
a Florida corporation not for profit

By: 
Alexander Peters, President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was subscribed and sworn to before me this 7th day of FEBRUARY, 2017, by ALEX PETERS as PRESIDENT of MANOR PARC HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, who is personally known to me, or has produced _____, as identification.



SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINT, TYPE OR STAMP COMMISSIONED

NAME OF NOTARY PUBLIC: ELISA SEGUIN

COMMISSION NUMBER: FF975191

COMMISSION EXPIRES: MARCH 24, 2020

NOTARY SEAL:



Elisa Seguin
Commission # FF975191
Expires: March 24, 2020
Bonded thru Aaron Notar

CONSENT OF MORTGAGEE

THIS CONSENT is given as of the 8th day of February, 2017, by REGIONS BANK, an Alabama banking corporation ("Mortgagee"), being the owner and holder of that certain Mortgage and Security Agreement dated June 24, 2016, from SPL South Holdings, LLC ("Mortgagor"), to Mortgagee, recorded on June 30, 2016, in Official Records Book Instrument 113784230, at Page _____, of the Public Records of Broward County, Florida, which Mortgage encumbers some or all of the "Project" as defined in that certain Declaration of Covenants, Conditions and Restrictions for Manor Parc (the "Declaration").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the Declaration.

WHEREAS, Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Project, and does not assume and shall not be responsible for any of the obligations or liabilities of any party contained in the Declaration or other documents issued in connection with the promotion of the Project. None of the representations contained in any of the other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon.

NOW, THEREFORE, Mortgagee consents to the terms, conditions, easements and provisions of the Declaration and the recordation thereof, and joins in and consents to the execution and delivery of the Declaration for the purpose and with the intent and effect that the lien of the subject Mortgage and all of Mortgagee's other rights, title and interest in or to the Project concerning or arising out of the Mortgage are made subject and subordinate to the rights, title and interest of the grantees under and pursuant to the Declaration and the easements created thereunder. Mortgagee further covenants and agrees that any right, title or interest that Mortgagee has or may ever have by virtue of the Mortgage shall be subject to and bound by the terms, conditions and provisions of the Declaration.

Witnessed by:

Sandra L. Amsterdam
Print Name: SANDRA L. AMSTERDAM

Mary Beth Gordish
Print Name: Mary Beth Gordish

REGIONS BANK
an Alabama banking corporation

By: *[Signature]* EVP
Name: _____

Title: Jeffrey I. Shulman, Executive Vice President

Address: 525 OKEECHOBEE BLVD.
WEST PALM BEACH, FL

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

The foregoing instrument was acknowledged before me this 8th day of FEBRUARY, 2017, by JEFFREY E. SHULMAN, as EXECUTIVE VICE PRESIDENT of Regions Bank, an Alabama banking corporation. Such person is [] personally known to me or [] produced _____ as identification.

Sandra L. Amsterdam

Signature of Acknowledger

Title: Notary Public, State of FLORIDA at large

Name typed, printed or stamped: SANDRA L. AMSTERDAM

My Commission Expires: 9/2/2019

[NOTARY SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 16, Block 1, Lots 1 through 5, Block 2, Lots 1 through 9, Block 3, Lots 1 through 4, Block 14, Tracts B-6, B-7, B-8, B-9, B-10, B-13, C, C-3, C-4, D, E, F, F-1, F-2, F-3, F-4, and R-4, SABAL PALM BY PRESTIGE, according to the Plat thereof as recorded in Plat Book 178, Pages 71 through 87 of the Public Records of Broward County, Florida.

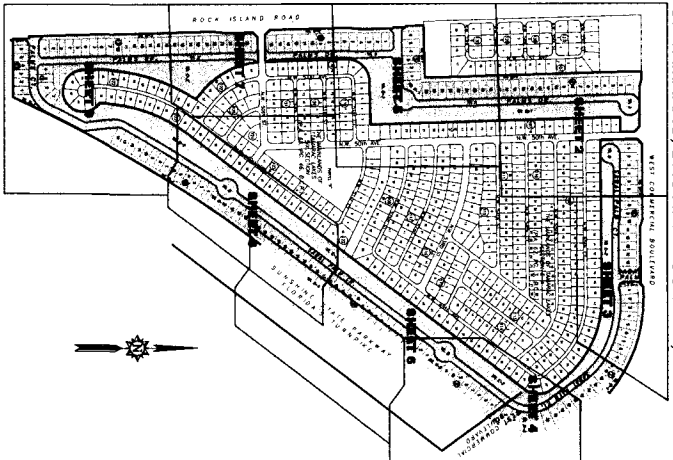
EXHIBIT "B"
PROPERTY PLAN

SKETCH OF ALTA/NSPS LAND TITLE SURVEY

A PORTION OF SABAL PALM BY PRESTIGE PLAT

P.B. 178, PG. 71 THROUGH 87, B.C.R.

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA



SECTION 13, TOWNSHIP 48 SOUTH, RANGE 41 EAST
LOCATION MAP
(NOT TO SCALE)

NO.	DESCRIPTION	AREA	REMARKS	DATE
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MISCELLANEOUS NOTES:

- (a) DONORS DATA BASED ON THE PLAT OF RECORD.
- (b) DONORS DATA BASED ON FIELD MEASUREMENTS.
- (c) DONORS DATA BASED ON COMPARISONS AND/OR CALCULATIONS.
- (d) DONORS DATA BASED ON INFORMATION RECEIVED IN THE PUBLIC RECORDS.
- (e) DONORS DATA BASED ON A MAP OTHER THAN A PLAT.

LEGAL DESCRIPTION:

A PORTION OF THE SICAL PLAT BY PRESTIGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 71, TOWN OF TAMARAC, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, THROUGH 26, BLOCK 4, LOTS 1, THROUGH 4, BLOCK 5, LOTS 1, THROUGH 15, BLOCK 6, LOTS 1, THROUGH 20, BLOCK 7, LOTS 1, THROUGH 10, BLOCK 8, LOTS 1, THROUGH 6, BLOCK 9, LOTS 1, THROUGH 12, BLOCK 10, LOTS 1, THROUGH 8, BLOCK 11, LOTS 1, THROUGH 4, BLOCK 12, LOTS 1, THROUGH 26, BLOCK 13, LOTS 1, THROUGH 15, BLOCK 14, LOTS 1, THROUGH 8, BLOCK 15, LOTS 1, THROUGH 4, BLOCK 16, LOTS 1, THROUGH 2, AND A 5.5 ACRES PALM PALM PRESERVE ACCORDING TO THE PLAT OF THE PALM PALM PRESERVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 71, TOWN OF TAMARAC, BROWARD COUNTY, FLORIDA.

SABAL PALM BY PRESTIGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 71, TOWN OF TAMARAC, BROWARD COUNTY, FLORIDA, COMMENCING 59.99 ACRES BEING OR LESS.

REVISIONS:

NO.	REVISION	DATE BY:
1	UPDATE SURVEY	4-19-16 RCL
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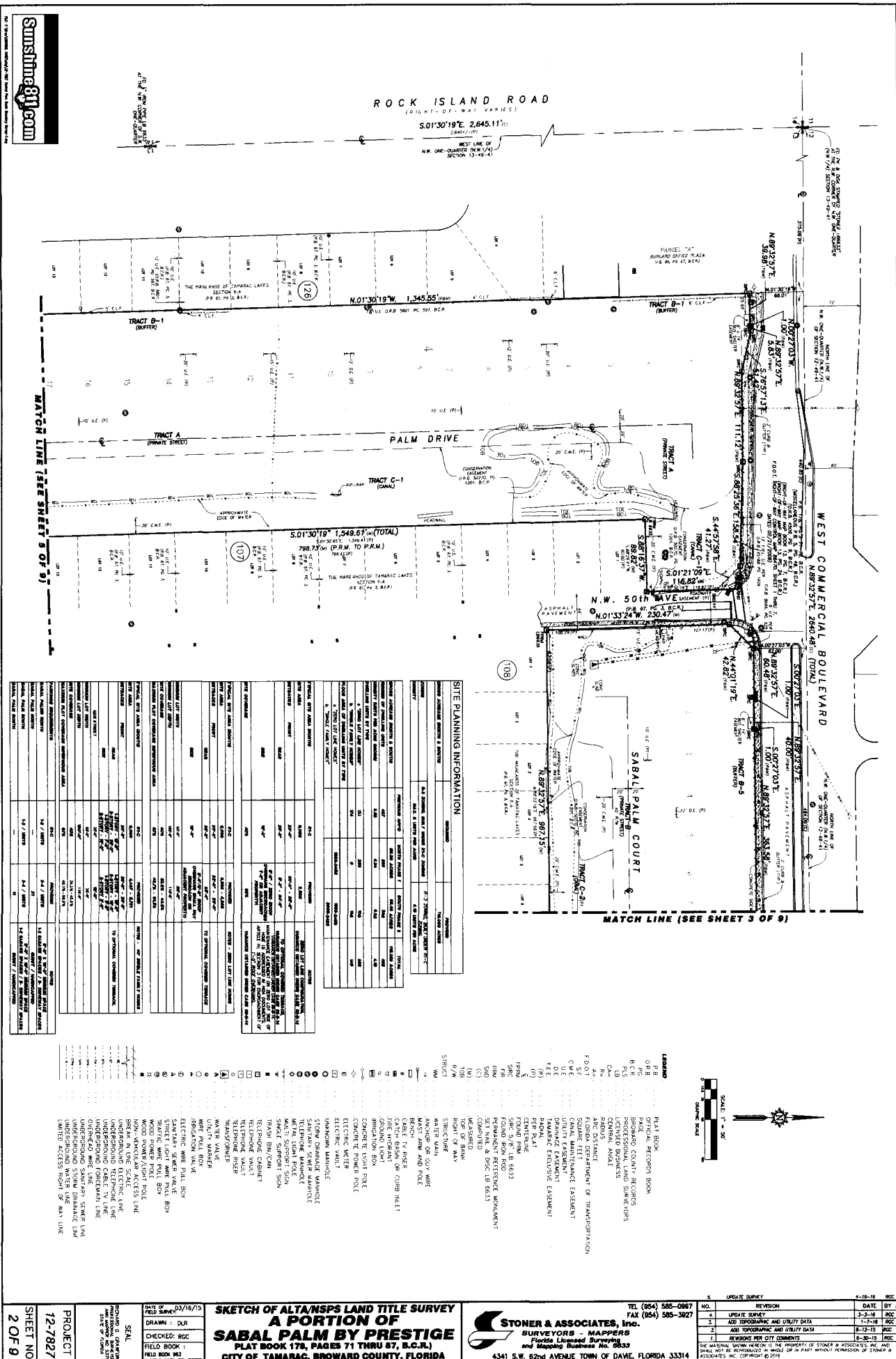
SKETCH OF ALTA/NSPS LAND TITLE SURVEY
A PORTION OF
SABAL PALM BY PRESTIGE
PLAT BOOK 178, PAGES 71 THRU 87, B.C.R.
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

STONER & ASSOCIATES, Inc.
SURVEYORS - MAPPERS
and Mapping Business No. 6833
4341 S.W. 62nd AVENUE TOWN OF DAVE, FLORIDA 33314

TEL (954) 585-0887
FAX (954) 585-3627

SHEET NO. 1 OF 9

Exhibit "B"



SITE PLANNING INFORMATION

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY SITE PLAN	12/15/15	STONER & ASSOCIATES, INC.
2	FINAL SITE PLAN	12/15/15	STONER & ASSOCIATES, INC.

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY SITE PLAN	12/15/15	STONER & ASSOCIATES, INC.
2	FINAL SITE PLAN	12/15/15	STONER & ASSOCIATES, INC.

LEGEND

P	PLAT BOOK
R	RECORDS BOOK
B	BROWARD COUNTY RECORDS
L	LICENSED BUSINESS
C	CENTRAL ANGLE
A	ABC DISTANCE
F	FLORIDA DEPARTMENT OF TRANSPORTATION
U	UTILITY EASEMENT
E	EASEMENT
T	TAMPA BAY ELECTRIC COMPANY
P	PLAT BOOK
R	RECORDS BOOK
B	BROWARD COUNTY RECORDS
L	LICENSED BUSINESS
C	CENTRAL ANGLE
A	ABC DISTANCE
F	FLORIDA DEPARTMENT OF TRANSPORTATION
U	UTILITY EASEMENT
E	EASEMENT
T	TAMPA BAY ELECTRIC COMPANY
P	PLAT BOOK
R	RECORDS BOOK
B	BROWARD COUNTY RECORDS
L	LICENSED BUSINESS
C	CENTRAL ANGLE
A	ABC DISTANCE
F	FLORIDA DEPARTMENT OF TRANSPORTATION
U	UTILITY EASEMENT
E	EASEMENT
T	TAMPA BAY ELECTRIC COMPANY

SKETCH OF ALTA/NSPS LAND TITLE SURVEY A PORTION OF SABAL PALM BY PRESTIGE PLAT BOOK 178, PAGES 71 THRU 87, B.C.L.

DATE OF SURVEY: 12/15/15
DRAWN: DLR
CHECKED: ROC
FIELD BOOK NO. 93
FIELD DATA COLLECTION

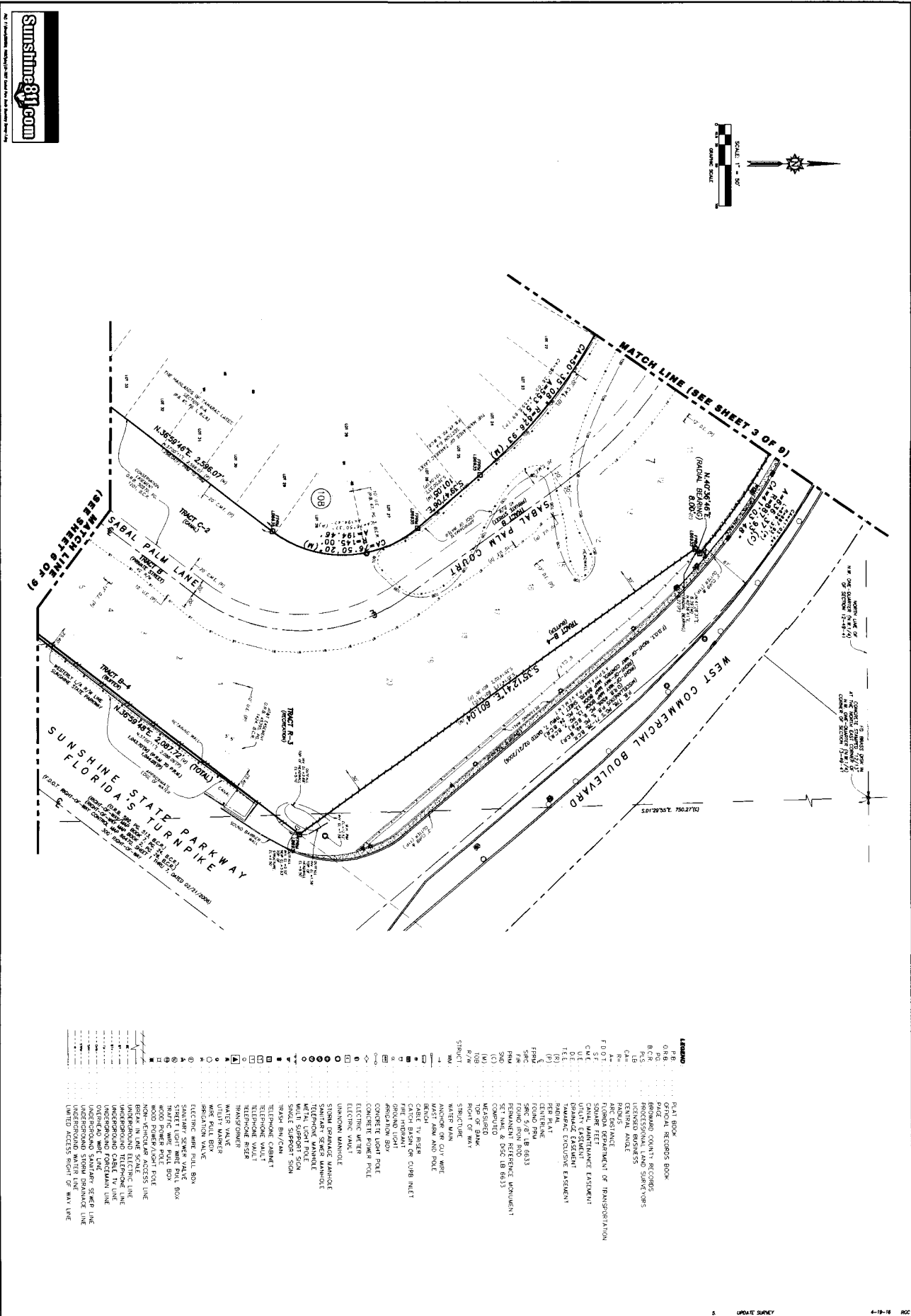
PROJECT: 12-7827
SHEET NO. 2 OF 9

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Surveying and Mapping Business No. 8333
4341 S.W. 62nd AVENUE TOWN OF DAME, FLORIDA 33314

TEL (954) 585-0987
FAX (954) 585-3427

NO.	REVISION	DATE	BY
1	UPDATE SURVEY	12-15-15	ROC
2	ADD TOPOGRAPHIC AND UTILITY DATA	12-15-15	ROC
3	ADD TOPOGRAPHIC AND UTILITY DATA	12-15-15	ROC
4	REVISE PER CITY COMMENTS	12-30-15	ROC

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 811 for utilities
 1-800-877-7247

DATE OF SURVEY: 05/16/13
 DRAWN BY: DLR
 CHECKED BY: RGC
 FIELD BOOK: #3
 FIELD BOOK #3
 FIELD DATA COLLECTOR

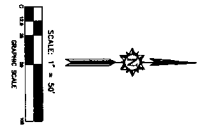
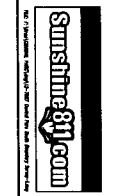
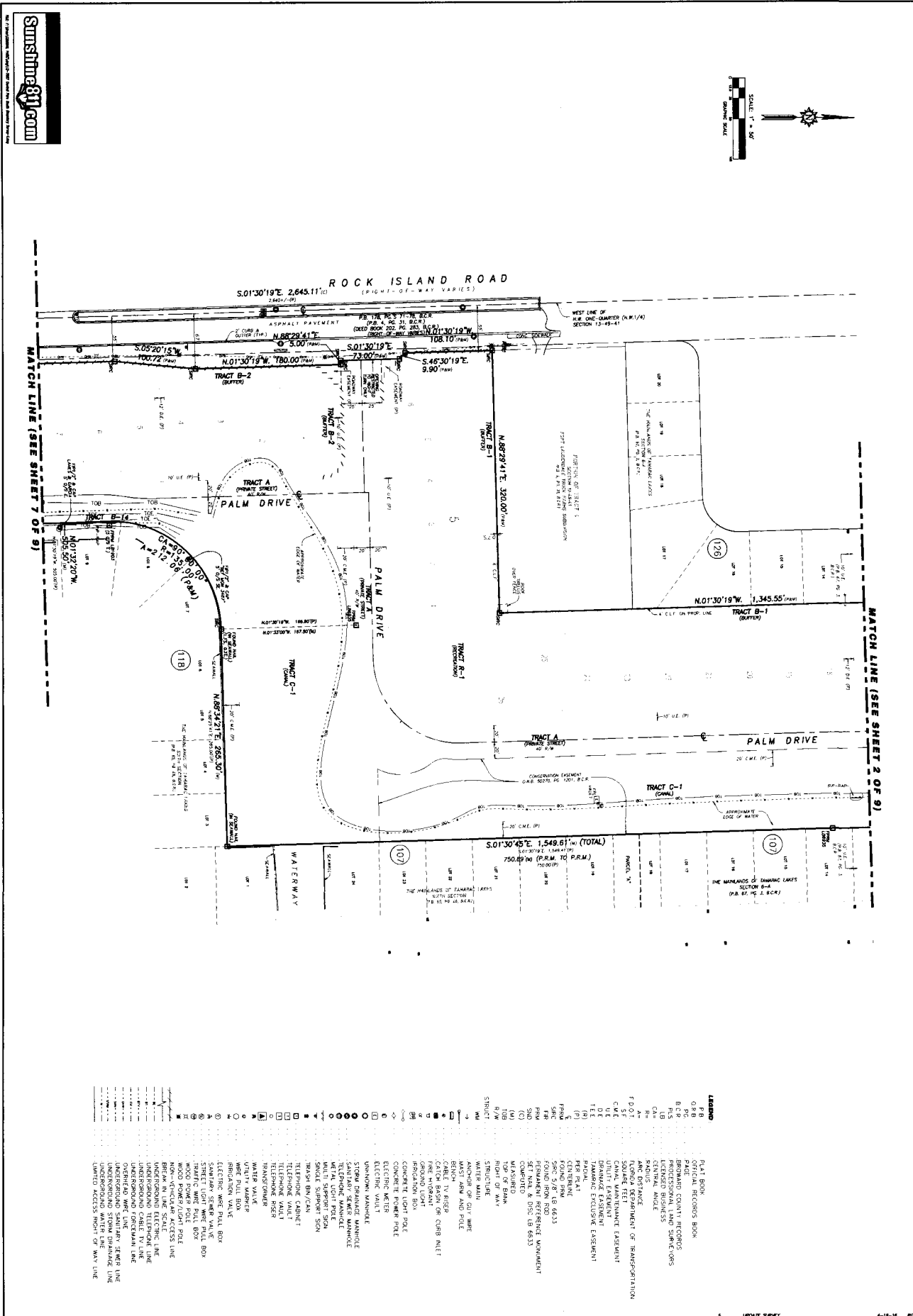
**SKETCH OF ALTA/NSPS LAND TITLE SURVEY
 A PORTION OF
 SABAL PALM BY PRESTIGE
 PLAT BOOK 176, PAGES 71 THRU 87, B.C.R.)
 CITY OF TAMARAC, BROWARD COUNTY, FLORIDA**

STONER & ASSOCIATES, Inc.
 SURVEYORS - MAPPERS
 Florida Licensed Surveyors
 and Mappers Business No. 8533
 4341 S.W. 62nd AVENUE TOWN OF DAVIE, FLORIDA 33314

NO.	REVISION	DATE BY
1	UPDATE SURVEY	4-19-18 RGC
2	REVISION	
3	ADD TOPOGRAPHIC AND UTILITY DATA	3-3-18 RGC
4	ADD TOPOGRAPHIC AND UTILITY DATA	1-7-18 RGC
5	ADD TOPOGRAPHIC AND UTILITY DATA	8-12-16 RGC
6	REVISION FOR CITY COMMISSION	4-28-16 RGC

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PROJECT: 12-7827
 SHEET NO.: 4 OF 9



PROJECT
12-7827

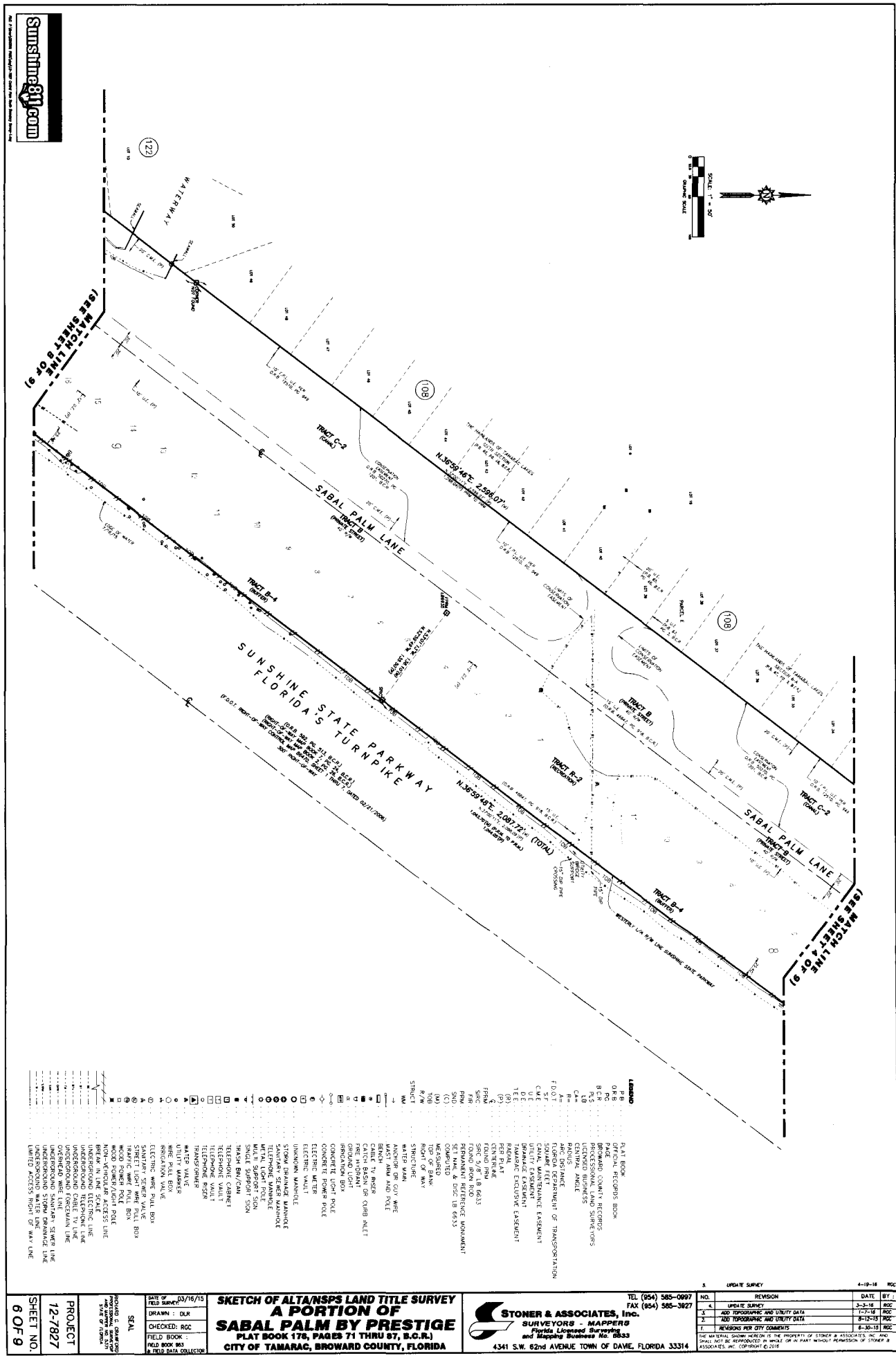
SHEET NO.
5 OF 9

**SKETCH OF ALTA/NSPS LAND TITLE SURVEY
A PORTION OF
SABAL PALM BY PRESTIGE**
PLAT BOOK 178, PAGES 71 THRU 87, B.C.L.
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

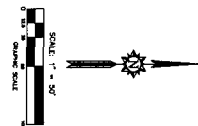
STONER & ASSOCIATES, Inc.
SURVEYORS - MAPPERS
Florida Licensed Surveying
and Mapping Business No. 8533
4341 S.W. 62nd AVENUE TOWN OF DAVE, FLORIDA 33314

NO.	REVISION	DATE	BY
1	UPDATE SURVEY	6-18-16	ROC
2	UPDATE SURVEY	5-5-16	ROC
3	ADD TOPOGRAPHIC AND UTILITY DATA	1-21-16	ROC
4	ADD TOPOGRAPHIC AND UTILITY DATA	8-12-15	ROC
5	REWORKS FOR CITY COMMENTS	6-20-15	ROC

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- LEGEND**
- P B PLAT BOOK
 - R C RECORD
 - PADE PLAT AND TELEPHONE BOOK
 - B.C.R. BROWARD COUNTY RECORDS
 - R.S. LICENSED BUSINESS
 - C.A. CENTRAL ANGLE
 - M.A. ARC DISTANCE
 - F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
 - S.P. STATE PLAT
 - C.U.E. CONCRETE UTILITY ESSENTIAL
 - D.E. DRAINAGE ESSENTIAL
 - R. (8) RADIAL
 - (P) PER PLAT
 - F.P.M. FOUND POINT
 - S.M.C. SINK 5/8" LB 6633
 - P.M. PERMANENT REFERENCE MONUMENT
 - S.M.D. SET NAIL & DISC LB 6633
 - (C) CEMENTED
 - (O) OCEAN
 - Y.B. TOP OF BANK
 - R/W RIGHT OF WAY
 - STR. STRUCTURE
 - M. ANCHOR OR GUY WIRE
 - LAST ARM AND POLE
 - CATCH BASIN OR CURB INLET
 - PRE PROGRAM
 - CONCRETE LIGHT POLE
 - CONCRETE POWER POLE
 - ELECTRIC VALVE
 - UNKNOWN MANHOLE
 - STORM DRAINAGE MANHOLE
 - SANITARY SEWER MANHOLE
 - METAL LIGHT POLE
 - MULTI SUPPORT SIGN
 - TRANSFORMER
 - TELEPHONE CABINET
 - TELEPHONE VALVE
 - UTILITY MARKER
 - WATER VALVE
 - IRREGULAR VALVE
 - ELECTRIC WIRE POUL BOU
 - SANITARY SEWER VALVE
 - TRAFFIC LIGHT POLE BOU
 - WOOD POWER POLE
 - NICKEL/ALUMINUM
 - BREAK IN LINE SCALE
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND FORECRAWN LINE
 - UNDERGROUND SANITARY SEWER LINE
 - UNDERGROUND STORM DRAINAGE LINE
 - LIMITED ACCESS RIGHT OF WAY LINE

DATE OF SURVEY 05/16/13
 DRAWN BY DLK
 CHECKED BY ROC
 FIELD BOOK NO. 12-7827
 FIELD DATA COLLECTION

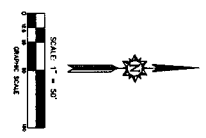
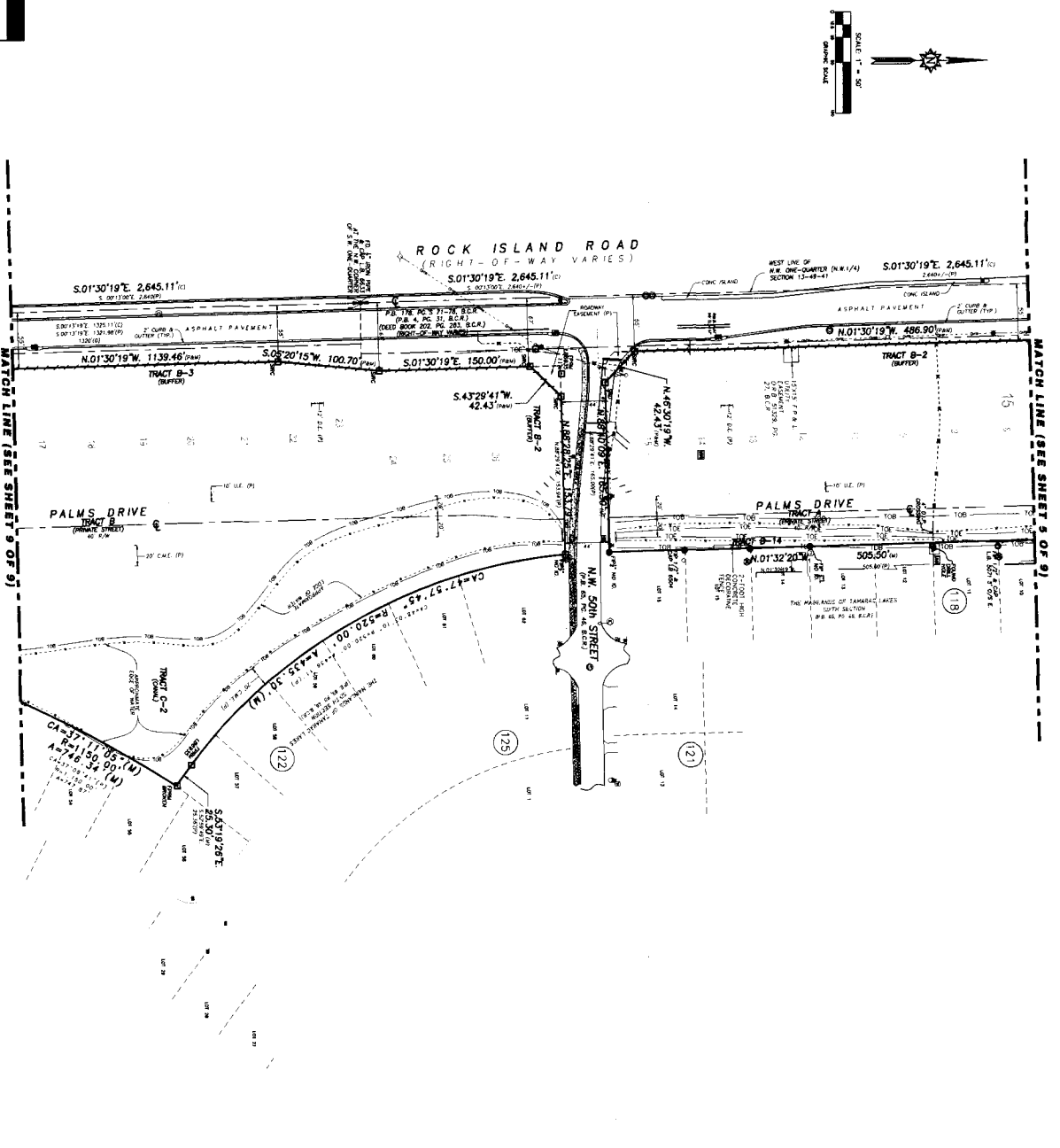
**SKETCH OF ALTA/NPS LAND TITLE SURVEY
 A PORTION OF
 SABAL PALM BY PRESTIGE**
 PLAT BOOK 176, PAGES 71 THRU 87, S.C.R.
 CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

STONER & ASSOCIATES, INC.
 SURVEYORS - MAPPERS
 Florida Licensed Surveyor and Mapping Business No. 0833
 4341 S.W. 62nd AVENUE TOWN OF DAVE, FLORIDA 33314
 TEL (954) 565-0997
 FAX (954) 565-3827

NO.	REVISION	DATE	BY
1	UPDATE SURVEY	3-3-16	ROC
2	ADD TOPOGRAPHIC AND UTILITY DATA	1-7-18	ROC
3	ADD TOPOGRAPHIC AND UTILITY DATA	8-12-19	ROC
4	REVISION PER CITY COMMENTS	6-30-20	ROC

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PROJECT 12-7827
 SHEET NO. 6 OF 9



- Legend**
- PIB PLAT BOOK
 - DRB OFFICIAL RECORDS BOOK
 - RCB BROWARD COUNTY RECORDS
 - PLS PROFESSIONAL LAND SURVEYORS
 - LAB LICENSED PROFESSIONAL
 - CA-121 CADDIS
 - CA-122 CADDIS
 - CA-123 CADDIS
 - CA-124 CADDIS
 - CA-125 CADDIS
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 - CA-200 CADDIS

PROJECT: 12-7827
 SHEET NO.: 7 OF 9

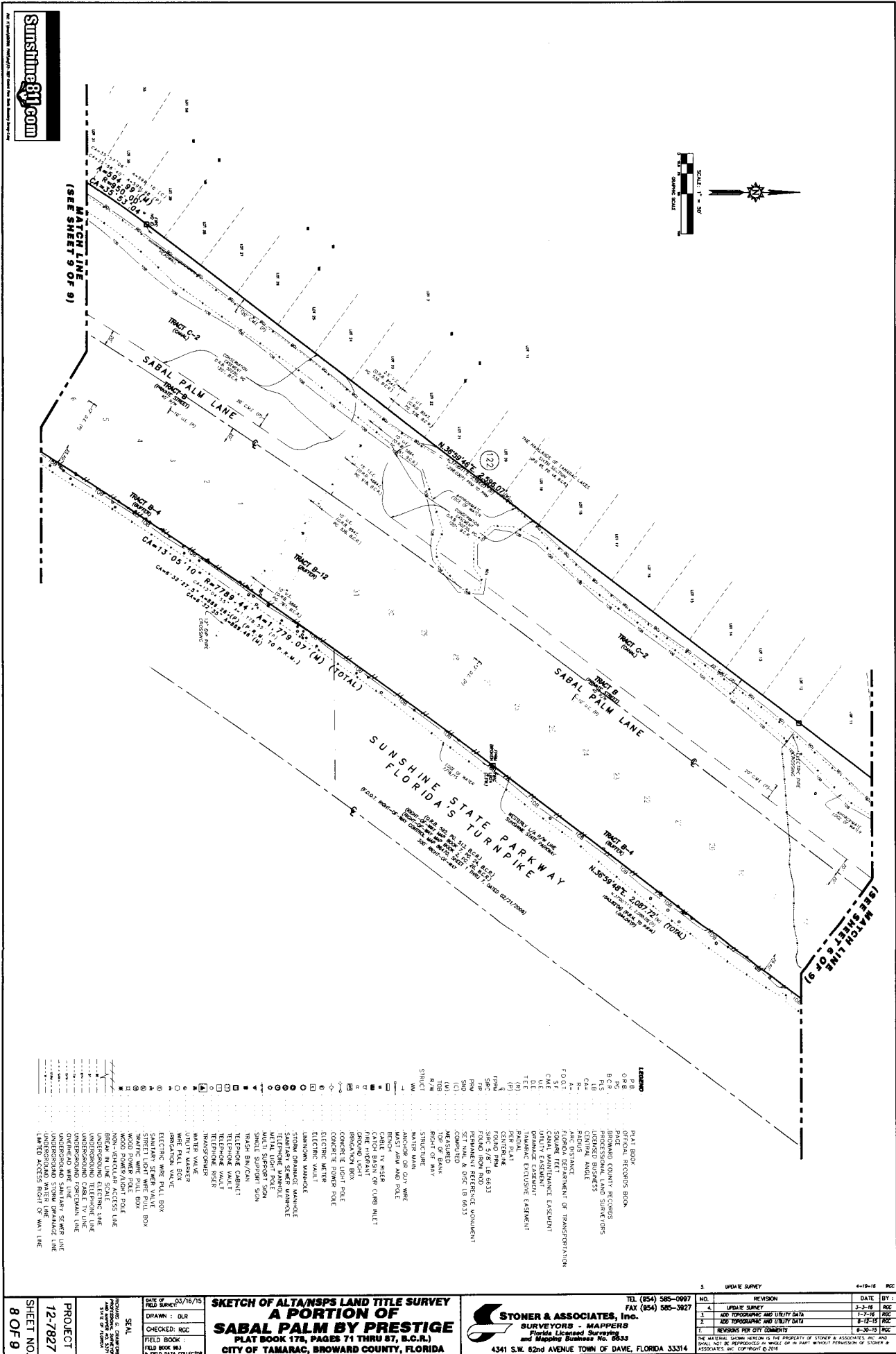
SKETCH OF ALTA/NSPS LAND TITLE SURVEY
A PORTION OF
SABAL PALM BY PRESTIGE
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 CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

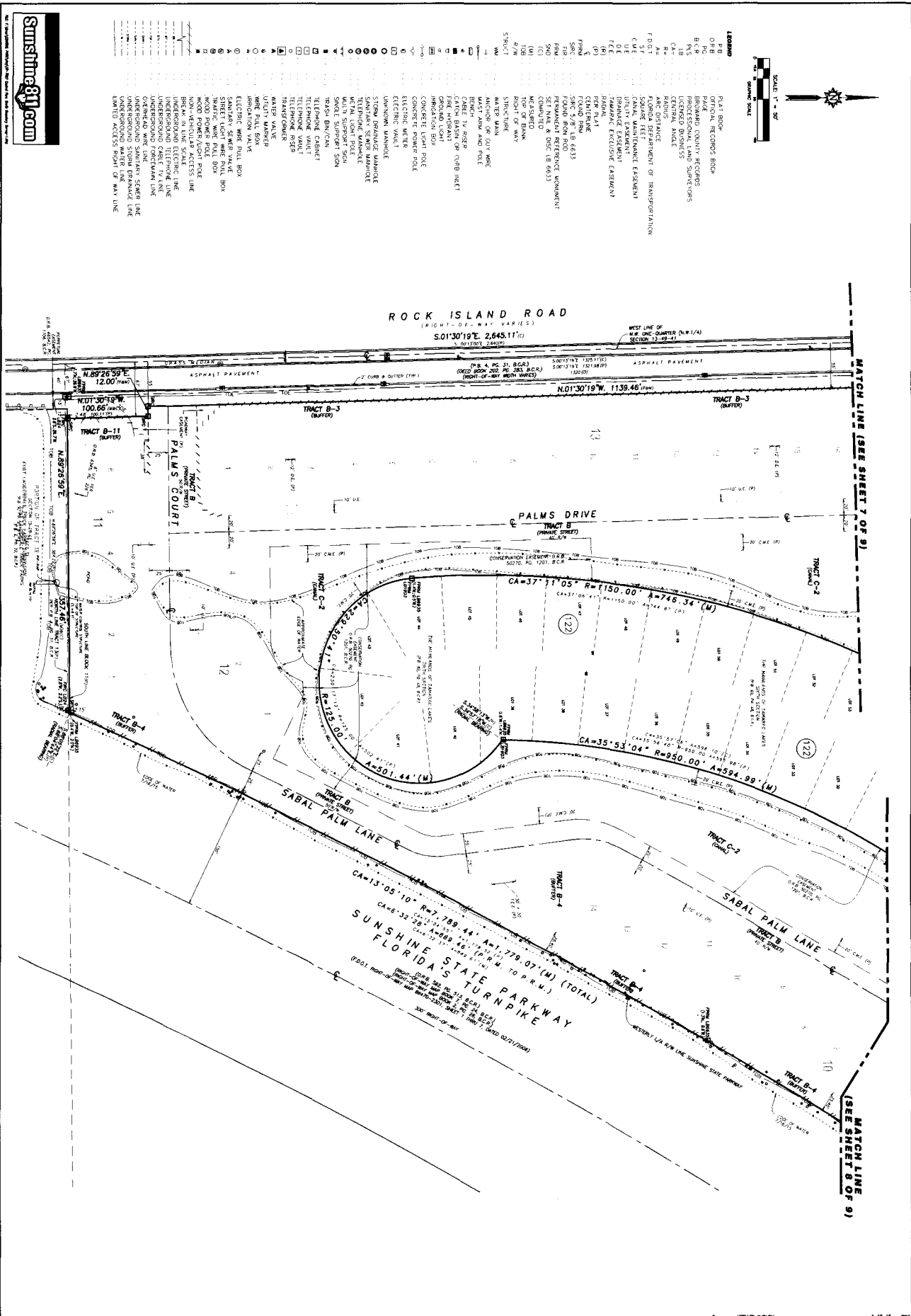
STONER & ASSOCIATES, INC.
 SURVEYORS - MAPPERS
 Florida Licensed Surveying
 and Mapping Business No. 0033
 4341 S.W. 62nd AVENUE TOWN OF DAVE, FLORIDA 33314

TEL (954) 585-0977
 FAX (954) 585-3627

NO.	REVISION	DATE	BY
1	UPDATE SURVEY	4-18-16	RCC
2	ADD TOPOGRAPHIC AND UTILITY DATA	2-3-18	RCC
3	ADD TOPOGRAPHIC AND UTILITY DATA	1-7-18	RCC
4	REWORKING FOR CITY COMMENTS	8-12-15	RCC
5	REWORKING FOR CITY COMMENTS	11-30-15	RCC

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**SKETCH OF ALTA/NPS LAND TITLE SURVEY
 A PORTION OF
 SABAL PALM BY PRESTIGE
 PLAT BOOK 178, PAGES 71 THRU 87, B.C.R.)
 CITY OF TAMARAC, BROWARD COUNTY, FLORIDA**

STONER & ASSOCIATES, INC.
 SURVEYORS - MAPPERS
 Florida Licensed Surveyors
 and Mapping Business No. 9833
 4341 S.W. 62nd AVENUE TOWN OF DAVE, FLORIDA 33314

NO.	REVISION	DATE	BY
1	UPDATE SURVEY	4-19-18	RSC
2	UPDATE SURVEY	5-3-18	RSC
3	ADD TOPOGRAPHIC AND UTILITY DATA	1-7-18	RSC
4	ADD TOPOGRAPHIC AND UTILITY DATA	8-12-13	RSC
5	REVISION PER CITY COMMENTS	4-30-15	RSC

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PROJECT
 12-7827
 SHEET NO.
 9 OF 9

DATE OF FIELD WORK 05/16/15
 DRAWN BY: DLR
 CHECKED BY: RSC
 FIELD BOOK NO. 983
 PLAT BOOK DATA COLLECTION

DATE OF SURVEY 05/16/15
 DRAWN BY: DLR
 CHECKED BY: RSC
 FIELD BOOK NO. 983
 PLAT BOOK DATA COLLECTION

DATE OF SURVEY 05/16/15
 DRAWN BY: DLR
 CHECKED BY: RSC
 FIELD BOOK NO. 983
 PLAT BOOK DATA COLLECTION

EXHIBIT "C"

850-617-6381

4/29/2016 11:58:58 AM PAGE 1/002 Fax Server



State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MANOR PARC HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 28, 2016, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N16000195804. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N16000004399.

Authentication Code: 516A00008939-042916-N16000004399-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-ninth day of April, 2016



Ken Dietzner
Ken Dietzner
Secretary of State

((H16000105804 3))

**ARTICLES OF INCORPORATION
FOR
MANOR PARC HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit**

The undersigned incorporator by these Articles associates itself for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation shall be MANOR PARC HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "**Association**," these Articles of Incorporation as the "**Articles**," and the Bylaws of the Association as the "**Bylaws**."

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity for the purpose of administering a portion of a residential real estate project known as "**MANOR PARC**" (the "**Development**") and accepting all dedications made to the Association under that certain plat entitled "**SABAL PALM BY PRESTIGE**," according to the Plat thereof, as recorded in Plat Book 178, at Pages 71 through 87, as amended of record, of the Public Records of Broward County, Florida.

ARTICLE III

Definitions

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for Manor Parc (the "**Declaration**") to be recorded in the Public Records of Broward County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

Powers

The powers of the Association shall include and be governed by the following:

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

((H16000105804 3))

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((H16000105804 3))

4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against "**Members**" of the Association (as defined in Article V hereof) as owners (the "**Owners**") of Lots, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Project and other property acquired or leased by the Association.

(d) To purchase insurance upon the "**Common Properties**" (as defined in the Declaration) and insurance for the protection of the Association, its officers, Board of Directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.

(f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.

(g) To enforce, by legal means, the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Project, subject, however, to the limitation regarding assessing Lots owned by "**Declarant**" (as defined in the Declaration) for fees and expenses relating in any way to claims or potential claims against Declarant as set forth in the Declaration and/or Bylaws.

(h) To contract for the management and maintenance of the Project and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties with funds as shall be made available by the Association for such purposes. The Association, including its board and all officers, shall, however, retain at all times the powers, and duties granted by the Declaration, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Project.

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113175090.1

((H16000105804 3))

ARTICLE VIII
Officers

Subject to the direction of the Board (described in Article IX below), the affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the Board are as follows:

President	Alexander Peters
Vice President	Lorie Maiorana
Secretary/Treasurer	Lindsay Rayner

ARTICLE IX
Board of Directors

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "**Board**" or "**Board of Directors**") consisting of the number of Board Members determined in the manner provided by the Bylaws, but which shall consist of not less than three (3), nor more than nine (9) Board Members. Members of the Board of Directors need not be Members of the Association or Owners of Lots in the Project.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, and the Bylaws, as well as any set forth in Chapters 617 and 720, Florida Statutes, as exist on the date hereof, shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners of Lots when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Board Members of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

9.4 First Directors. The names of the Members of the first Board, who shall hold office until their successors are elected and have qualified as provided in the Bylaws, are as follows:

<u>Name</u>	<u>Address</u>
Alexander Peters	848 Brickell Avenue, PH1 Miami, FL 33131

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113175090.1

(((H16000105804 3)))

Lorie Maiorana	848 Brickell Avenue, PH1 Miami, FL 33131
Lindsay Rayner	848 Brickell Avenue, PH1 Miami, FL 33131

ARTICLE X
Indemnification

10.1 Indemnity. The Association shall indemnify any Board Member, Officer, or their agents, who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such party is or was a director, employee, officers, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

10.2 Expenses. To the extent that a Member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suite or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he or she is entitled to be indemnified by the Association as authorized in this Article X.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Board Member, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

5

(((H16000105804 3)))

113175090.1

((H16000105804 3))

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

10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article X may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI
Bylaws

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII
Amendments

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Members of the Board and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board; or
- (b) after control of the Association is turned over to Owners of Lots other than the Declarant, by not less than sixty-seven percent (67%) of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
- (c) after control of the Association is turned over to Owners of Lots other than the Declarant, but not less than seventy-five percent (75%) of the entire Board; or

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(d) before control of the Association is turned over to the Owners of Lots other than the Declarant, by not less than 66-2/3% of the entire Board.

12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Section 4.3, 4.4 or 4.5 of Articles IV, entitled "Powers," without the approval in writing of all Members and the joinder of all mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, unless Declarant shall join in the execution of the amendment. No amendment to this Section 12.3 shall be effective.

12.4 Declarant. Declarant has the absolute right, without the joinder of the Association or any other party to amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effective by the Declarant alone), without any consent of Members.

12.5 Recording. A Copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law.

ARTICLE XIII
Principal Address of Association

The principal office of this Corporation shall be at 848 Brickell Avenue, Suite PH1, Miami, FL 33131, or such other place as may subsequently be designated by the Board.

ARTICLE XIV
Conveyance

The Association shall accept any and all deeds of conveyance delivered to it by the Declarant.

ARTICLE XV
Registered Agent

The initial Registered Agent of the Association shall be Charles D. Brecker, Esq., Arnstein & Lehr LLP, 200 South Biscayne Boulevard, Suite 3600, Miami, FL 33131.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 27th day of April, 2016.



Charles D. Brecker, Esq.
Incorporator

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTIONS 48.091 AND 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY OF MIAMI, COUNTY OF MIAMI-DADE, STATE OF FLORIDA, THE CORPORATION NAMED IN THE SAID ARTICLES HAS NAMED CHARLES D. BRECKER, ESQ., ARNSTEIN & LEHR LLP, 200 SOUTH BISCAYNE BOULEVARD, SUITE 3600, MIAMI, FL 33131, AS ITS STATUTORY REGISTERED AGENT.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



Charles D. Brecker, Esq.

Dated: April 21, 2016

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EXHIBIT "D"

**BYLAWS OF
MANOR PARC HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit
organized under the laws of the State of Florida**

**Article 1
IDENTITY**

These are the Bylaws of MANOR PARC HOMEOWNERS ASSOCIATION, INC. (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a portion of a residential real estate project known as "**Manor Parc**," located in Broward County, Florida (the "**Project**"), which shall initially consist of one hundred twenty (120) single family lots and any improvements constructed thereon (collectively, the "**Lots**" or individually, a "**Lot**").

Section 1. **Principal Office.** The principal office of the Association shall be at 848 Brickell Avenue, Suite PH1, Miami, FL 33131, or at such other place as may be subsequently designed by the Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

Section 3. **Seal.** The seal of the Association shall bear the name of the corporation, the word "**Florida**," the words "**Corporation Not for Profit**," and the year of incorporation.

**Article 2
DEFINITIONS**

For convenience, these Bylaws shall be referred to as the "**Bylaws**" and the Articles of Incorporation of the Association as the "**Articles**." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for Manor Parc (the "**Declaration**"), unless herein provided to the contrary, or unless the context otherwise requires. "**Developer**" shall have the same meaning as "**Declarant**" as set forth in the Declaration.

**Article 3
MEMBERSHIP AND MEETINGS**

The members of the Association ("**Members**") shall be as specified in the Articles and Declaration. All meetings of Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

Section 1. **Annual Meeting.** The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof.

Section 2. **Special Meeting.** Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 3. **Notice of Meeting: Waiver of Notice.** Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Project. The notice of the annual meeting shall be hand delivered or sent by mail to each Lot Owner, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Article 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 4. **Quorum.** A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast one-third (33-1/3%) of the votes of Members. If voting rights of any Owner are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Owner shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

Section 5. **Voting.**

(a) **Number of Votes.** In any meeting of Members, the Owners of Lots shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible. Additionally, the Declarant, so long as it retains its Class B Membership, shall have one vote, plus two votes for every vote then held by Owners (as more particularly described in the Declaration).

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms “**majority of the Owners**” and “**majority of the Members**” shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Lot Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a Lot is owned by one person, his or her right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Lot Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. If a Lot is owned by a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer or principal of the corporation or entity and filed with the Secretary of the Association. Such person need not be a Lot Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Owner(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Lot Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Lot vote.

(a) Number of Votes. In any meeting of Members, the Owners of Lots shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms “**majority of the Owners**” and “**majority of the Members**” shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Lot Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Lot Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. If a Lot is owned by a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer or principal of the corporation or entity and filed with the Secretary of the Association. Such person need not be a Lot Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Owner(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Lot Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Lot vote.

Section 6. **Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Lot Owners, but no person other than a designee of the Developer may hold more than 5 proxies.

Section 7. **Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

Section 8. **Order of Business.** If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

Section 9. **Minutes of Meeting.** The minutes of all meetings of Lot Owners shall be kept in a book available for inspection by Lot Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 10. **Delinquent Owners.** If any Assessment or portion thereof imposed against an Owner remaining unpaid for thirty (30) days following its due date, such Owner's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

Section 11. **Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

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

Article 4
DIRECTORS

Section 1. **Membership.** The affairs of the Association shall be managed and governed by a Board of Directors (the "**Board**") of not less than three (3), nor more than nine (9) "**Directors**", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. Directors need not be Lot Owners.

Section 2. **Election of Directors.** The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Lot entitled to vote shall have a number of votes equal to the number of vacancies to be filled. No Lot may cast more than one vote for one candidate. There shall be no cumulative voting.

Section 3. *Vacancies and Removal.*

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 15 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members present (in person or by proxy) at a special meeting of Members called for that purpose at which a quorum has been attained. The vacancy in the Board so created shall be filled by the Members at the same meeting. The conveyance of all Lots owned by a Director in the Project who owned one or more Lots at the time he was elected or appointed (other than appointees of the Developer) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the Members other than the Developer, no Directors named by the Developer shall be subject to removal by Members other than the Developer. Directors appointed by the Developer and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Owner may apply to the Circuit Court within whose jurisdiction the Project lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association and post in a conspicuous place in the Project a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

Section 4. *Term.* Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 5. **Organizational Meeting.** The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

Section 6. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Owners and notice of such meetings shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized at any such meeting.

Section 7. **Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Owners and notice of a special meeting shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

Section 8. **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 9. **Quorum.** A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

Section 10. **Adjourned Meetings.** If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. ***Presiding Officer.*** The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

Section 12. ***Order of Business.*** If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

Section 13. ***Minutes of Meetings.*** The minutes of all meetings of the Board shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

Section 14. ***Executive Committee; Other Committees.*** The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Association during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Association, (b) to determine the Assessments payable by the Owners to meet the Common Expenses of the Association, or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Project.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable, subject to any limitations on Directors' rights to delegate authority as may exist under general corporate law.

Section 15. ***Developer Control of Board; Turnover.*** Developer shall initially appoint three (3) Directors and then thereafter, shall have the right to appoint and replace all Directors

and Officers, until control is "transitioned" or "turned over" to non-developer Lot Owners pursuant to Section 720.307, F.S.

The Developer shall turn over control of the Association to Lot Owners other than the Developer upon the first to occur of the following:

1. three (3) months after the date on which Declarant ceases to own at least ten percent (10%) of the Dwelling Lots; or
2. termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership.

Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member, and shall further retain all easement rights or other benefits enunciated in this Declaration.

Upon any of the foregoing events, Developer shall cause all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners, other than the Developer, to elect Directors and assume control of the Association. Provided, at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Lot Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Lot Owners other than the Developer refuse or fail to assume control. Control of the Association shall be deemed "**turned over**" upon any of those events occurring as set forth above. Upon such turnover, the Developer shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Owners other than the Developer (but not more than sixty (60) days after such event), the Developer shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) Copies of all recorded deeds to Common Properties owned by the Association;
- (b) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (c) A certified copy of the Articles of Incorporation for the Association;
- (d) A copy of the Bylaws of the Association;

- (e) The Minute Books, including all minutes, and other books and records of the Association;
- (f) Any rules and regulations which have been adopted;
- (g) Resignations of resigning officers and Board members who were appointed by the Developer;
- (h) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records shall be audited by an independent certified public accountant for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Board of Accountancy, pursuant to Chapter 473, Florida Statutes;
- (i) Association funds or the control thereof;
- (j) All tangible personal property that is the property of the Association, and an inventory of such property;
- (k) A copy of the plans and specifications utilized in the construction or remodeling of any Improvements on the Common Properties;
- (l) Any insurance policies in effect;
- (m) Copies of any Certificates of Completion or Occupancy which may have been issued for the Common Properties;
- (n) Any permits issued by governmental bodies applicable to the Common Properties;
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Properties;
- (p) A current roster of Owners and their addresses and telephone numbers, if known, as shown on the Association's records;
- (q) Leases to which the Association is a party, if applicable;
- (r) Employment contracts and service contracts in which the Association is one of the contracting parties or, with respect to service contracts, those in which the Association or Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service;

(s) List of all names, addresses and telephone numbers of all contractors, sub-contractors or others in the current employ of the Association; and

(t) All other contracts which may be in force to which the Association is a party.

Article 5
POWERS AND DUTIES

The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Properties and other property owned by the Association.

(b) Determining the expenses required for the operation of the Association.

(c) Collecting the Assessments for Common Expenses of the Association from Lot Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties and other property owned by the Association.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Project and any property owned by the Association.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.

(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Lots or other property acquired by the Association.

(j) Bringing suit or defending same, including settling or compromising claims of or against the Association in which all Owners have a common interest.

(k) Obtaining and reviewing insurance for the Common Properties and other property owned by the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Common Properties, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Project.

(n) Levying fines against appropriate Owners for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Owners.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Properties or the acquisition of property, and granting mortgages on and/or security interests in Association-owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, an Owner who pays to the creditor such portion thereof as his interest in the property owned by the Association bears to the interest of all the Owners in the property owned by the Association shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Lot. The Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Lot.

(p) Contracting for the management and maintenance of the Common Properties or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Owners or other persons to use portions of the Common Properties or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating special taxing districts, and

(u) Maintaining the Common Properties consistent with Broward County's requirements and specifications as they relate to environmental matters, as more fully described in Sections 6.02, 10.03, 10.04, 11.20 and elsewhere in the Declaration.

Anything herein, in the Declaration, or elsewhere to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extra-judicial action against the Developer, and such purposes shall not be generally deemed Common Expenses. Funds of the Association may only be spent for such purposes to the extent they are specifically approved for such purposes by 75% of the votes of the Members of the Association. This provision may not be amended.

Article 6 **OFFICERS**

Section 1. ***Executive Officers.*** The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Owners.

Section 2. ***President.*** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

Section 3. ***Vice-President.*** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

Section 4. ***Secretary.*** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and

Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

Section 5. ***Treasurer.*** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

Section 6. ***Developer Appointees.*** No officer appointed by the Developer may be removed except as provided in Article 4, Section 15 hereof and by law.

Article 7 **COMPENSATION**

Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.

Article 8 **RESIGNATIONS**

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Developer or other Directors or officers who are not Lot Owners when elected or appointed) shall constitute a written resignation of such Director or officer.

Article 9 **FISCAL MANAGEMENT**

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

Section 1. ***Budget.***

(a) **Adoption By Board; Items.** The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Owners to meet the expenses of the Association, and allocate and assess such expenses among the Owners in accordance with the provisions of the Declaration.

The adoption of a budget for the Association by the Board shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget shall be mailed to each Owner not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Owners; provided, however, Owners shall not have the right to participate, and need not be recognized at such meeting.

(ii) Special Membership Meeting. If a budget is adopted by the Board which requires Assessments against Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Owners, a special meeting of the Owners shall be held within thirty (30) days of delivery of such application to the Board. Each Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Owners shall consider and adopt a budget. The adoption of such budget shall require a vote of Owners of not less than a majority of all the Lots (including Lots owned by the Developer), which are present at such meeting (in person or by proxy) at which a quorum is attained.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board in respect of repair or replacement of the Common Properties or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Common Properties and all special assessments (including surcharges against specific Owner(s)).

(iv) Proviso. Anything herein to the contrary notwithstanding, prior to the date on which the Developer turns over control of the Association, the budget may be set by the Board without holding any meeting, giving notice thereof, or being subject to the 115% limitation set forth in (ii) above.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Article 9, Section 1(a) above, the Board may call a special meeting of Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association. If either such budget is adopted by a majority of the votes of Members present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

Section 2. ***Common Assessments.*** Assessments against the Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least

ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

Section 3. ***Individual Assessments.*** Charges by the Association against less than all Members for other than routine Common Expenses, shall be payable in advance. These charges may be collected by Individual Assessment. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Common Properties or other Association property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

Section 4. ***Special Assessments.*** In the event the annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Common Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

Section 5. ***Depository.*** The depository of the Association shall be such bank(s) or savings and loan association(s) in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

Section 6. ***Acceleration of Assessment Installments Upon Default.*** If an Owner shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

Section 7. ***Fidelity Bonds.*** Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.

Section 8. ***Accounting Records and Reports.*** The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall

be open to inspection by Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within sixty (60) days following the end of the fiscal year, the Board may mail, or furnish by personal delivery, to each Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report, if sent, may show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

Section 9. ***Application of Payment.*** All payments made by an Owner shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

Section 10. ***Notice of Meetings.*** Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

Section 11. ***Developer Exemption From Assessments for Lawsuits.*** The Developer shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Developer.

Article 10
ROSTER OF LOT OWNERS

The Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained by requiring each Owner to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

Article 11
PARLIAMENTARY RULES

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

Article 12
AMENDMENTS

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

Section 1. **Notices.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

Section 2. **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the votes of Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) at any time, by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board; or

(b) after control of the Association is turned over to Owners other than the Developer, by not less than 80% of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or

(c) after control of the Association is turned over to Owners other than the Developer, by not less than 100% of the entire Board; or

(d) before control of the Association is turned over to Owners other than the Developer, by not less than 66 2/3% of the entire Board.

Section 3. **Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Mortgagees without the consent of said Developer or Mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

Section 4. **Execution and Recording.** A copy of each amendment to these Bylaws shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration or these Bylaws allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is signed as above set forth.

Article 13 **LEGAL OBLIGATIONS**

A. **Statutory.** The Board and officers shall operate by and pursuant to those state laws governing its existence, including, without limitation, those contained within Chapters 617 and 720, Florida Statutes.

B. **Rules and Regulations.** The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Project, except that subsequent to the date control of the Board is turned over by the Developer to Owners other than the Developer, Owners of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such rules and regulations shall be furnished by the Board to each affected Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

Article 14 **CONSTRUCTION**

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

Article 15
CAPTIONS

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

Article 16
CONFLICT

In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

Article 17
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Subject to the further provisions of this paragraph, the Association shall indemnify and hold harmless all officers and Directors, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

Article 18
SUSPENSION OF PRIVILEGES; FINES

In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Owner in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Owner's and his family's, guests' and tenants' right to the use of the Common Properties (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Owner. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a

continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$1,000.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. No fine under this section shall be assessable for delinquent Assessments. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Owner may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Article 18 or require the notice and hearing provided for herein.

Section 1. **Written Complaint.** A hearing to determine whether a right or privilege of an Owner or any of his or her family or tenants ("**Respondent**") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Owner or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

Section 2. **Discovery.** After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

Section 3. **Tribunal.** The President shall appoint Tribunal of three Owners upon receipt of a written Complaint. No member of the Tribunal shall be a Director of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the President should make a good faith effort to avoid appointing any Owners who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the President shall be final, except that the

Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Owner to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing.

Section 4. **Notice of Hearing.** The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing.

Section 5. **Hearing.**

(a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(d) Neither the accusing Owner nor the allegedly defaulting Owner must be in attendance at the hearing. The hearing shall be open to attendance by all Owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

Section 6. **Decision.** The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these

Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Properties, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

The foregoing was adopted as the Bylaws of MANOR PARC HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 4th day of August, 2016.

EXHIBIT "E"

ALLOCATION OF LOTS

Standard Lots	100
Enlarged Lots	139