

THE COLONY @ HERON BAY
ASSOCIATION, INC.



HERON BAY

WCI, Property Management, Inc.
11575 Heron Bay Blvd., 2nd Floor
Coral Springs, Florida 33076

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO: (WCIC WILL CALL)
ELEANOR W. TAFT, ESQ.
WCI COMMUNITIES LIMITED PARTNERSHIP
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

**DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
THE COLONY AT HERON BAY**

THIS DECLARATION OF NEIGHBORHOOD COVENANTS ("DECLARATION") made this 2nd day of December, 1998, by WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter called ("DECLARANT").

WITNESSETH:

WHEREAS, DECLARANT, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in the HERON BAY COMMUNITY (as such term is defined in the below described GENERAL COVENANTS), DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR the HERON BAY COMMUNITY ("GENERAL COVENANTS") which is recorded in Official Records Book 24242, at Pages 652 through 752, both inclusive, of the Public Records of Broward County, Florida:

WHEREAS, said GENERAL COVENANTS provide that DECLARANT may supplement the GENERAL COVENANTS for any NEIGHBORHOOD (as the term "Neighborhood" is therein defined): and

WHEREAS, DECLARANT, has determined that in order to cause a quality development within the NEIGHBORHOOD (described in Article I, paragraph number 5 thereof), supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD for the preservation of the property values of the OWNERS therein; and

WHEREAS, the NEIGHBORHOOD shall be known as THE COLONY AT HERON BAY.

NOW, THEREFORE, DECLARANT, hereby declares that the NEIGHBORHOOD as defined in Article I of this DECLARATION shall be held, transferred, sold, conveyed and occupied subject to the GENERAL COVENANTS and any and all amendments thereto, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth

ARTICLE I

DEFINITIONS

The following words when used in this DECLARATION shall have the following meanings:

1. "DECLARANT" shall mean and refer to WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership presently having its place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this DECLARATION.
2. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR HERON BAY COMMUNITY as recorded in Official Records Book 24242 at Pages 652 through 752, both inclusive of the Public Records of Broward County, Florida, and any and all amendments thereto.
3. "LOT" shall mean and refer to a platted lot in the NEIGHBORHOOD.
4. "MEMBER" shall mean and refer to the OWNERS of LOTS in the NEIGHBORHOOD, all of whom shall be MEMBERS of the NEIGHBORHOOD ASSOCIATION.
5. "NEIGHBORHOOD" shall mean and refer to all of Block A, Block B, and Block C in Heron Bay Seven & Eight according to the Plat thereof, as recorded in Plat Book 165 at Page 18 of the Public Records of Broward County, Florida; said lands situate, lying and being in the City of Parkland, Broward County, Florida.
6. "NEIGHBORHOOD ASSOCIATION" shall mean and refer to The Colony at Heron Bay Association, Inc., a homeowners association as defined in Section 617.301, Florida Statutes (1995), which has been incorporated as a not-for-profit corporation under the laws of the State of Florida. A copy of the Articles of Incorporation of The Colony at Heron Bay Association, Inc. is attached hereto as Exhibit "A".
7. "NEIGHBORHOOD COMMON AREA" shall mean and refer to all real property which the NEIGHBORHOOD ASSOCIATION owns or in which the NEIGHBORHOOD ASSOCIATION has or hereinafter may have, an interest, including without limitation, a right of use for the common use and enjoyment of the MEMBERS of the NEIGHBORHOOD ASSOCIATION. Upon conveyance by the DECLARANT to the NEIGHBORHOOD ASSOCIATION (which conveyance shall be accepted by the NEIGHBORHOOD ASSOCIATION), Parcels B-1 through B-4 and C of the Heron Bay Seven & Eight Plat, shall be NEIGHBORHOOD COMMON AREA.
8. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any LOT of Parcel, or portion thereof, in the NEIGHBORHOOD, their heirs, legal representatives, successors or assigns.
9. "PARCEL" shall mean and refer to a platted parcel in the NEIGHBORHOOD.

All other words defined in the GENERAL COVENANTS shall have the same meaning herein.

ARTICLE IISUPPLEMENTAL RESTRICTIONS1. USE RESTRICTIONS.

- A. LOTS may be used for detached single family DWELLING UNITS and appurtenant uses and for no other purposes. No business buildings may be erected in the NEIGHBORHOOD. Notwithstanding the provisions of this Paragraph: (i) the DECLARANT may utilize one or more LOTS for a sales office, model home or model home parking for so long as the DECLARANT, its successors or assigns, shall own any LOT in the NEIGHBORHOOD; and (ii) DECLARANT shall have the right to designate other persons or entities to likewise so utilize LOTS for a sales office, model home or model home parking so long as said persons or entities own any LOT in the NEIGHBORHOOD; and (iii) DECLARANT may approve the use of a LOT for recreation use as an appurtenant use to a DWELLING UNIT on an adjacent LOT. Any such use approval must be obtained from DECLARANT in writing, and if obtained, DECLARANT may impose additional restrictions on the DWELLING UNIT LOT and the appurtenant use LOT.
- B. Parcel C of the Heron Bay Seven & Eight Plat is Neighborhood Association Common Area and shall be used only for ingress, egress, roadway, drainage, landscaping, utility and related purposes for the use and benefit of all of the OWNERS in the NEIGHBORHOOD and their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants.
- C. Parcel A of the Heron Bay Seven & Eight Plat is Association Common Area and shall be used only for ingress, egress, roadway, drainage, landscaping, utility and related purposes for the benefit of all OWNERS in the Heron Bay Community and their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants.
- D. No structure or facility of any kind including walls, fences and signs shall be placed or erected within the NEIGHBORHOOD COMMON AREA or Parcel A of the Heron Bay Seven & Eight Plat without the prior written approval of DECLARANT. No vehicular ingress or egress and no paving or driveways shall be permitted on, across or through Parcels B-1 through B-4 of the Heron Bay Seven & Eight Plat. Notwithstanding anything contained in this paragraph to the contrary, DECLARANT shall be permitted to erect signage and entrance features, in its sole and absolute discretion.

- E. Parcels B-1 through B-4 of the Heron Bay Seven & Eight Plat shall be used for landscaping, buffer walls and related purposes for the use and benefit of all of the OWNERS in the NEIGHBORHOOD and their family members, tenants, invitees, licensees and guests, and the guests, invitees and licensees of their tenants.
- F. The NEIGHBORHOOD ASSOCIATION shall have the responsibility for the maintenance of the NEIGHBORHOOD COMMON AREA and any improvements thereon. Further, once conveyed by the DECLARANT to the NEIGHBORHOOD ASSOCIATION (which conveyance shall be accepted by the NEIGHBORHOOD ASSOCIATION), the NEIGHBORHOOD COMMON AREA shall be and shall remain in the ownership of the NEIGHBORHOOD ASSOCIATION for so long as DECLARANT is an OWNER of a LOT in the NEIGHBORHOOD.

2. **BUILDING SETBACK AREAS.**

- A. No structure shall be erected or constructed on any LOT within the following building setback areas:
 - i) Front LOT line: All LOTS shall have a minimum front setback of twenty-five (25) feet.
 - ii) Side LOT Line: All LOTS shall have a minimum side setback of ten (10) feet.
 - iii) Street-side LOT Line: All LOTS shall have a minimum street-side setback of twenty-five (25) feet.
 - iv) Rear LOT Line: All LOTS shall have a minimum rear setback of fifteen (15) feet.
- B. No bay windows, chimneys, balconies or other similar extended structures shall be permitted on, upon or over the building setbacks. Notwithstanding the preceding provision, the following extended structures shall be permitted on, upon or over the building setbacks:
 - i) Building appurtenances such as window sills, decorative banding and other similar appurtenances that do not protrude more than twelve (12") inches horizontally into a required building setback:
 - ii) Walls, fences, decks, and similar structures not exceeding six (6') feet in height;
 - iii) The eaves of the roof of the DWELLING UNIT; and

- iv) Air conditioners, pool pumps, sprinkler pumps or other similar mechanical equipment, provided there is adequate shielding of said mechanical equipment. The decision of what constitutes adequate shielding shall be made by DECLARANT, whose decision shall be final.
- C. Where two (2) or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on an adjoining OWNER'S Plot.
 - D. Setback lines for corner LOTS and odd-shaped LOTS shall be as nearly as possible as set out above, except that minor variations may be authorized by DECLARANT at the time plans for buildings are approved and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by DECLARANT to establish the setback lines as approved.
 - E. No structure shall be erected or constructed on any LOT or Parcel over a height of thirty-five (35') feet measured from the finished grade of the LOT or Parcel.
3. **MINIMUM DWELLING UNIT SIZE.** The minimum square feet of living area for a DWELLING UNIT on any LOT in the NEIGHBORHOOD shall be three thousand five hundred (3,500) square feet. Garages, porches, patios, terraces, balconies and other similar structures shall not be taken into account in calculating the minimum square feet of living area required.
4. **EXTERIOR DESIGN AND ELEVATIONS.** The exterior design and elevations of a previously approved or an existing DWELLING UNIT shall not be repeated on any other LOT in the same BLOCK on the same street in the NEIGHBORHOOD without the approval of DECLARANT. The determination of what may or may not be a repeat exterior design or elevation shall be made by DECLARANT, whose decision shall be final.
5. **LIGHTING.** DECLARANT shall require one (1) pole-mounted light fixture of a uniform style approved by DECLARANT installed in the front yard of each DWELLING UNIT. Said fixture shall be connected to the individual DWELLING UNITS electrical system and shall have a photoelectric cell or other approved device which will automatically illuminate the light between dusk and dawn. The OWNER of each LOT shall be responsible for energizing the light and shall maintain the light fixture in good condition (including all necessary repairs and/or replacements).
6. **GARAGES AND MAILBOXES.**
- A. Every DWELLING UNIT shall have a minimum of a two (2) car garage and no DWELLING UNIT shall have more than a three (3) car garage without the approval of DECLARANT. All garage doors shall be equipped with automatic door openers and closers.

- B. DECLARANT has selected a uniform style mailbox and post for use by OWNERS of LOTS in the NEIGHBORHOOD. Each mailbox and post shall be maintained by OWNER.
7. **ROOFS.** Except as hereinafter provided, DWELLING UNITS shall have pitched roofs. Pitched roofs shall have a minimum pitch of 5:12 except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs, unless a lower pitch roof is necessary to accurately depict the traditional architectural style or, a varied roof pitch is used to enhance the design, both of which must be approved by the DECLARANT. Pitched roofs shall be constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event some new and attractive material for roofing surfaces is discovered or invented, DECLARANT may, in its sole discretion, approve the use of such new material. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over twenty-five (25%) percent of the total roof area. Such flat roofs maybe permitted over porches, Florida rooms and utility rooms located to the rear of the DWELLING UNIT. Notwithstanding the above, a flat roof located elsewhere than to the rear of the DWELLING UNIT may be permissible only if approved by DECLARANT.
8. **SCREEN ENCLOSURES.** No screen enclosures on a LOT shall be permitted unless the screen enclosure plans, specifications, elevations and location are first approved by DECLARANT. The vertical elements such as columns, pillars, posts, pilasters or other such architectural structures of the screen enclosure might complement the architectural style of the home. The roof or horizontal framing elements must be of the same design and material of the vertical elements or be a uniform bronze color aluminum. Typical mansard box cages will not be permitted. Any dispute as to height, location, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final.
9. **OUTDOOR RECREATIONAL COURTS.** No outdoor recreational courts, including, but not limited to, tennis, racquetball, basketball, volleyball and badminton courts shall be permitted on a LOT without the prior written approval from DECLARANT, whose decision shall be final; provided, however, DECLARANT shall permit a standard regulation basketball backboard and metal pole which are both located adjacent to the LOT'S permitted driveway. The decision of what constitutes "adjacent" shall be made by DECLARANT, whose decision shall be final.
10. **DRIVEWAYS AND PARKING AREAS.** Driveways and parking areas on LOTS in the NEIGHBORHOOD shall be constructed of stamped concrete, paver block, or brick material. DECLARANT may, in its sole and absolute discretion, approve the use of additional material. Plain concrete, asphalt, or loose stone, shall not be permitted. Grass or other unpaved driveways or parking areas shall not be permitted.

11. **LANDSCAPING.** All rear landscaping for homesites in the NEIGHBORHOOD shall be to the standards of the DECLARANT. Rear landscaping on Lots with exposure to golf course and Heron Bay Boulevard will require specific plan approval from DECLARANT. The subject Lots being in Block A, Lots 1 through 9 inclusive and 15 through 22 inclusive; in Block B, Lots 4 through 13 inclusive; and in Block C, Lots 4 through 10 inclusive. Standards for upgrade are set forth in the Site Development and Architectural Guidelines for Heron Bay Residential Neighborhoods, revised November 1998 and as amended from time to time.
12. **PRIVATE COMMUNITY.**
- A. Each OWNER of a LOT in the NEIGHBORHOOD by acceptance of a deed or other instrument of conveyance thereof, shall have an affirmative obligation to take all necessary precautionary security measures for (i) his personal safety and welfare and the security of his real and personal property in the NEIGHBORHOOD, and (ii) the safety and welfare of his family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of his tenants. Each MEMBER, OWNER and occupant of any DWELLING UNIT acknowledges that the NEIGHBORHOOD ASSOCIATION AND DECLARANT are not insurers of their safety and security. Each OWNER and occupant of any DWELLING UNIT assesses all risks for loss or damage to persons, and property. ALL OWNERS OF LOTS IN THE NEIGHBORHOOD HEREBY AGREE TO HOLD DECLARANT (AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES), NEIGHBORHOOD ASSOCIATION, (AS SUCH TERM IS DEFINED IN THE GENERAL COVENANTS), AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS AND EMPLOYEES, HARMLESS FROM ANY INJURIES, DAMAGES, LOSSES OR CLAIMS ARISING FROM OR IN CONNECTION WITH THE OCCURRENCE OF ANY CRIMINAL OR OTHER UNLAWFUL ACTIVITY WITHIN THE NEIGHBORHOOD. DECLARANT (AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES), NEIGHBORHOOD ASSOCIATION, AND THEIR SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE BOUND BY ANY PRIOR OR PRESENT TERMS, STATEMENTS, REPRESENTATIONS, CONDITIONS, OBLIGATIONS OR WARRANTIES, ORAL OR WRITTEN, IMPLIED OR EXPRESS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE NOT CONTAINED IN THIS DECLARATION.
- B. DECLARANT is not responsible for the security of the OWNERS and their family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of their tenants. The NEIGHBORHOOD is in the jurisdictional limits of the City of Parkland, Florida, and the City of Parkland Police Department will be responsible for the safety of the OWNERS in the NEIGHBORHOOD. All OWNERS are advised to notify the City of Parkland Police Department of any and all health and property emergencies in the NEIGHBORHOOD.

ARTICLE IIICOVENANTS1. MAINTENANCE OF NEIGHBORHOOD COMMON AREA.

- A. All NEIGHBORHOOD COMMON AREA shall be landscaped and maintained by the NEIGHBORHOOD ASSOCIATION according to the requirements of DECLARANT, which requirements address the quality, type, height and location of landscape material as well as the quality and specification of materials, paint color and paint scheme for any structure, fence and/or wall. Said requirements are available at the office of DECLARANT.
- B. If the NEIGHBORHOOD ASSOCIATION fails or refuses to landscape and/or maintain any NEIGHBORHOOD COMMON AREA as above provided, the OWNERS shall landscape and/or maintain same according to the requirements of DECLARANT as above provided.
- C. Upon the failure of the NEIGHBORHOOD ASSOCIATION and/or OWNERS to landscape and/or maintain the NEIGHBORHOOD COMMON AREA as above provided, and upon the failure of the neighborhood association and/or OWNERS to make such corrections within fifteen (15) days of written notice from DECLARANT, DECLARANT reserves unto itself, its successors, and assigns, and designees, an easement for the right (but not the obligation) to enter upon the NEIGHBORHOOD COMMON AREA and cause compliance with said landscape requirements and/or to maintain such NEIGHBORHOOD COMMON AREA. Such entry shall not be deemed a trespass and by acceptance of a deed to the NEIGHBORHOOD COMMON AREA, such OWNER has expressly given the DECLARANT, and its successors, assigns, and designees, the continuing permission to so, which permission may not be revoked. If DECLARANT exercises its right to maintain the NEIGHBORHOOD COMMON AREA and/or the underground irrigation systems, the cost of such maintenance shall be borne by the NEIGHBORHOOD ASSOCIATION and/or OWNERS and payment thereof shall be due and payable to DECLARANT within fifteen(15) days from a written request to the NEIGHBORHOOD ASSOCIATION and/or OWNERS to pay same. In order to apportion said cost among the OWNERS, DECLARANT shall have the same power to levy assessments upon the OWNERS and the same remedies to enforce payment of said assessments as are possessed by the NEIGHBORHOOD ASSOCIATION as described in Article IV hereof. Should the NEIGHBORHOOD ASSOCIATION and/or OWNERS fail to make such payment within said fifteen (15) day period, then DECLARANT shall have a lien for the cost of such maintenance. The lien shall be impressed upon the LOT(S) of the OWNERS and/or NEIGHBORHOOD COMMON AREA of the NEIGHBORHOOD ASSOCIATION effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida, and

the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

- D. Notwithstanding anything contained herein to the contrary, any OWNER (or its family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of its tenants) who, by its willful or negligent action, damages or destroys any portion of the NEIGHBORHOOD COMMON AREA shall be liable to NEIGHBORHOOD ASSOCIATION for the payment of repairs, maintenance, or replacement of the NEIGHBORHOOD COMMON AREA deemed necessary by NEIGHBORHOOD ASSOCIATION, within fifteen (15) days of written notice from NEIGHBORHOOD ASSOCIATION. The notice shall set forth with reasonable particularity the repairs, maintenance, or replacement deemed necessary by the NEIGHBORHOOD ASSOCIATION. Upon failure of OWNER to make such payment within said fifteen (15) day period, NEIGHBORHOOD ASSOCIATION is hereby empowered to file a Claim of Lien against the OWNER'S LOT effective from and after the date of recording a Claim of Lien in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

2. **MEMBERS RIGHT IN NEIGHBORHOOD COMMON AREA.** Every MEMBER shall have a right and easement of ingress and egress, use and enjoyment in and to the NEIGHBORHOOD COMMON AREA, which shall be appurtenant to and shall pass with the title to every LOT within the NEIGHBORHOOD, subject to the following:
- A. The right of the NEIGHBORHOOD ASSOCIATION to take such steps as are reasonably necessary to protect NEIGHBORHOOD COMMON AREA against foreclosure;
 - B. All provisions of the GENERAL COVENANTS, this DECLARATION, the Plat of HERON BAY SEVEN AND EIGHT, and the Articles of Incorporation and By-Laws of the NEIGHBORHOOD ASSOCIATION; and
 - C. Rules and regulations governing use and enjoyment of the NEIGHBORHOOD COMMON AREA adopted by the NEIGHBORHOOD ASSOCIATION.

ARTICLE IV

NEIGHBORHOOD ASSOCIATION

1. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The NEIGHBORHOOD ASSOCIATION has been incorporated for the benefit of the OWNERS in the NEIGHBORHOOD. The OWNER of any LOT within the NEIGHBORHOOD by acceptance of a deed or other instrument of conveyance thereof

(whether or not it shall be so expressed in any such deed or other instrument of conveyance), including any purchaser at a judicial sale, shall automatically become a MEMBER and shall hereafter be deemed to covenant and agree to pay to the NEIGHBORHOOD ASSOCIATION any annual assessment or charges, and any special assessment for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as provided in this DECLARATION. All assessments, together with late charges (as described in the By-laws of this NEIGHBORHOOD ASSOCIATION), and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the LOT and shall be a continuing lien upon the LOT against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the NEIGHBORHOOD COMMON AREA or by abandonment. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

2. **PURPOSE OF ASSESSMENT.** The annual and special assessments levied by the NEIGHBORHOOD ASSOCIATION shall be used exclusively for the purpose of exercising its rights under this DECLARATION, the Articles of Incorporation of the NEIGHBORHOOD ASSOCIATION appended hereto as **Exhibit "A"**, or for promoting the recreation and esthetic enjoyment of the residents of the NEIGHBORHOOD and (without limiting the generality of the foregoing) in particular for the improvement and maintenance of the NEIGHBORHOOD COMMON AREA, any easements in favor of the NEIGHBORHOOD ASSOCIATION, the cost of taxes insurance, labor, equipment, materials, management, and the creation of reserve accounts, as well as for such other purposes, as are permissible activities of and are undertaken by, the NEIGHBORHOOD ASSOCIATION.
3. **UNIFORM RATE OF ASSESSMENT.** All regular and special assessments shall be at a uniform rate for each LOT, except that those LOTS owned by DECLARANT shall not be subject to special assessments.
4. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT.** The annual assessment provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the NEIGHBORHOOD ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Board. In the event any OWNER shall fail to pay any assessment, or any installment thereof, within fifteen (15) days after the same becomes due, then the NEIGHBORHOOD ASSOCIATION shall, in its sole discretion, have the remedy to accelerate the entire amount of any assessment for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments; and such remedy shall be in addition to, and not in lieu of, all other remedies available to the NEIGHBORHOOD ASSOCIATION.

ARTICLE V

GENERAL RESTRICTIONS

1. **NOTICE TO DECLARANT OR NEIGHBORHOOD ASSOCIATION.** Notice to DECLARANT as may be required or desired herein, shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT. Notice to NEIGHBORHOOD ASSOCIATION as may be required or desired herein, shall be in writing and delivered or mailed to NEIGHBORHOOD ASSOCIATION at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by NEIGHBORHOOD ASSOCIATION.
2. **NOTICE TO OWNER.** Notice to OWNER of a violation of any restriction or covenant of this DECLARATION, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.
3. **NON-LIABILITY OF DECLARANT.** DECLARANT shall not in any way or manner be held liable or responsible for any violation of this DECLARATION by any person or entity other than itself.
4. **APPROVALS.** All approvals and disapprovals under this DELCARATION shall be in writing.
5. **OWNER COMPLIANCE.** The covenants, restrictions and servitudes imposed by this DECLARATION shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying an OWNER'S premises under lease from an OWNER or by permission or invitation of an OWNER or an OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this DECLARATION shall not in any way act to limit or divest the right of DECLARANT of enforcement of this DECLARATION. OWNER shall be responsible for all violations of this DECLARATION by OWNER'S tenants, employees, licensees, invitees or guests, and by the guests, employees, licensees, or invitees of the OWNER'S tenants at any time.
6. **ASSESSMENTS.** In addition to any assessments levied by the NEIGHBORHOOD ASSOCIATION pursuant to the provisions hereof, each LOT in the NEIGHBORHOOD shall be assessed by the ASSOCIATION (as such term is defined in the GENERAL COVENANTS) in accordance with the provisions as set forth in the GENERAL COVENANTS. NEIGHBORHOOD ASSOCIATION shall have the right to impose a late charge (as described in the By-Laws of this NEIGHBORHOOD ASSOCIATION) on any assessment levied by NEIGHBORHOOD ASSOCIATION or ASSOCIATION which becomes delinquent.

7. **ENFORCEMENT.** DECLARANT shall have the same rights and powers of enforcement, including lien rights and attorney's fees (at the investigative, trial and appellate levels), with regard to this DECLARATION, as DECLARANT has under the GENERAL COVENANTS, including, without limitation, all of the rights and powers set forth in Article 6, of said GENERAL COVENANTS.
8. **CONFLICTS.** In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this DECLARATION, the DECLARANT, reserves the right and the power to resolve any such conflict, and its decision shall be final.
9. **AMENDMENT OF DECLARATION.** This DECLARATION may be modified, amended, waived or added to by (i) DECLARANT in its sole discretion, until three (3) months after the date ninety percent (90%) of all LOTS within the NEIGHBORHOOD have been sold and conveyed by DECLARANT (or its affiliates) or sooner at the sole election of the DECLARANT or (ii) by approval at a meeting of OWNERS holding not less than 66-2/3% vote of the entire membership in the NEIGHBORHOOD ASSOCIATION, provided, that so long as the DECLARANT or its affiliates is the OWNER of any LOT affected by this DECLARATION, the DECLARANT'S joinder and consent must be obtained in such amendment, if, in the sole opinion of the DECLARANT, such amendment affects its interest. Without limiting the generality of the foregoing, the DECLARANT specifically reserves the right to amend this DECLARATION in order to comply with the requirements of the Federal Housing Authority, Veteran's Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation; subjecting additional real property to the provisions hereof; making corrective changes or changes which do not materially adversely affect the rights of OWNERS and mortgagees; or to correct scrivener's errors or to clarify any ambiguities determined to exist herein. Any amendment to this DECLARATION shall run with and bind the Property for the same period, and to the same extent, as this DECLARATION. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.
10. **RESTRICTIONS RUN WITH THE LAND.** The covenants, reservations, restrictions and other provisions of this DECLARATION shall constitute an easement and imposition in and upon the NEIGHBORHOOD and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, its successors and assigns, for a period of thirty (30) years from the date this DECLARATION is recorded, after which time this DECLARATION shall be extended for successive periods of ten (10) years each unless an instrument signed by the then OWNERS of a majority of the LOTS in the NEIGHBORHOOD has been recorded agreeing to change or terminate this DECLARATION in whole or in part.
11. **ASSIGNMENT OF DECLARATION.** DECLARANT reserves unto itself, its successors and assigns, the absolute right, power and authority at any time (but not the obligation), to assign, in whole or in part, to a person or legal entity, including, but not limited to, the NEIGHBORHOOD ASSOCIATION (which, if named as assignee, shall accept such assignment), any or all of its rights, powers, duties, obligations, privileges

and interests created or provided for by this DECLARATION. All assignments made in accordance with this Paragraph shall be by written instrument executed only by DECLARANT (without the joinder or consent of any OWNER, person, mortgagee or legal entity, whatsoever) and recorded in the Public Records of Broward County, Florida. No notice of assignment shall be required to be given to any OWNER, person, mortgagee or legal entity, whatsoever, other than to the NEIGHBORHOOD ASSOCIATION, UPON THE RECORDATION OF AN ASSIGNMENT, DECLARANT SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER, FOR ANY ACTION (OR INACTION) OF AN ASSIGNEE OR ANY OF ITS SUCCESSORS IN INTEREST HEREUNDER, ARISING FROM OR IN CONNECTION WITH THIS DECLARATION, INCLUDING, BUT NOT LIMITED TO, THE ENFORCEMENT OF THE TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS CREATED OR PROVIDED FOR BY THIS DECLARATION EXCEPT FOR ANY POWERS, DUTIES OR OBLIGATIONS WHICH MAY BE EXPRESSLY RETAINED BY DECLARANT. Notwithstanding anything contained in this Paragraph or elsewhere in this DECLARATION to the contrary, DECLARANT shall have those rights, privileges and remedies that OWNERS and MEMBERS have for the LOTS it owns. This Paragraph may not be suspended, superseded or modified in any manner unless that amendment is consented to by DECLARANT in writing.

12. **SEVERABILITY**. Invalidation of any provision under this DECLARATION, in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

[Signatures on following page]

