

NEIGHBORHOOD COVENANTS

FOR

WATERFORD LANDING

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_, 198\_\_, by ARVIDA/JMB PARTNERS, a Florida general partnership, which declares hereby that "The Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to WATERFORD LANDING MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, being a "Neighborhood Association" under the Foundation Covenants (as hereinafter defined).

(b) "Common Areas" shall mean and refer to the property legally described in Exhibit "A" attached hereto and made a part hereof, plus all property designated as Common Areas in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation, all structures, gatehouses and appurtenant equipment, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon, and all portions of any Community Systems (as defined below) not made Common Areas pursuant to Article IV, Section 8 hereof, and any other property of Developer not intended to be made Common Areas; provided, however, that certain portions of the Properties (including, without limitation, applicable private roads) shall not be deemed Common Areas to the extent such portions are operated by the Foundation.

(c) "Community Systems" shall mean and refer to any and all cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within The Properties and serving more than one Lot/Unit.

(d) "Country Isles" shall mean and refer to all that real property described as "The Properties" in the Village Covenants (and other property added thereto as provided therein) which is intended to be made a part of a common scheme of development in the manner specified in the said Village Covenants.

(e) "Developer" shall mean and refer to Arvida/JMB Partners, a Florida general partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(f) "Foundation" shall mean and refer to The Town Foundation, Inc., a Florida corporation not for profit, having responsibility for the operation of "Weston" (as defined in the Foundation Covenants).

(g) "Foundation Covenants" shall mean and refer to the AMENDED AND RESTATED DECLARATION OF TOWN FOUNDATION COVENANTS, dated May 13, 1985 and recorded May 17, 1985 in Official Records Book 12546, Page 921 of the Public Records of Broward County, Florida, and, unless the context prohibits, the Articles of Incorporation, By-Laws and Rules and Regulations of the Foundation, all as now or hereafter further amended, modified or supplemented.

(h) "Landscaping and Pedestrian Areas" shall mean and refer to those areas defined in Article I, Section (h) of the Village Covenants, to which specific provisions this Declaration and the Common Areas are hereby made subject.

(i) "Limited Common Areas" shall mean and refer to such portions of the Common Areas which are intended for the exclusive use (subject to the rights, if any, of Broward County, the Association and the public) of the Owners of specific Lots, and shall specifically include portions of road rights of way (whether public or private platted tracts) from the edge of the paved road to the boundary line (whether front, side or rear) of the applicable Lot and the mailbox structure and sidewalks therein, if any, not located on a Lot but used by Owners of specific Lots to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Common Areas shall include the Limited Common Areas.

(j) "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, which plat is designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions, any Lot shown upon any resubdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until same is made such pursuant to Article IV, Section 8 hereof, if at all.

(k) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(l) "Member's Permittee" shall mean and refer to a person described in Article VIII, Section 3 hereof.

(m) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(n) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(o) "Unit" shall mean and refer to the individual residential structure constructed on a Lot for which a certificate of occupancy has been issued; provided, however, that no portion of any Community System, even if installed in a Unit, shall be deemed to be a part of a Unit unless and until same is made such pursuant to Article IV, Section 8 hereof, it at all.

(p) "Village Association" shall mean and refer to COUNTRY ISLES VILLAGE MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, being a "Village Association" under the Foundation Covenants.

(q) "Village Covenants" shall mean and refer to the VILLAGE COVENANTS FOR COUNTRY ISLES, recorded July 9, 1985 in Official Records Book 12666, Page 530 of the Public Records of Broward County, Florida and, unless the context prohibits, the Articles of Incorporation, By-Laws and Rules and Regulations of the Village Association, all as now or hereafter amended, modified or supplemented.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described in Exhibit "B" attached hereto, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties".

Section 2. Supplements. In accordance with Developer's current intention to increase the land constituting The Properties from time to time in "phases", Developer may from time to time bring other land being in Weston under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners, the Association, the Village Association or the Foundation, or any mortgagee) and thereby add to The Properties. To the extent that such additional real property shall be made a part of The Properties as a common scheme, reference herein to The Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop any such future portions under such common scheme, nor to prohibit Developer (or the applicable Developer-affiliated Owner) from rezoning and changing plans with respect to such future portions of Weston. All Owners, by acceptance of a deed to or other conveyance of their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Developer (or the applicable Developer-affiliated Owner thereof) and shall evidence such consent in writing if requested to do so by the Developer at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision).

Section 3. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for The Properties desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Weston (as defined in the Foundation Covenants). Any withdrawal of land not owned by Developer shall require the written consent or joinder of the then-owner(s) of such land.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the single vote for such Lot shall be exercised as they among themselves determine, but, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

### ARTICLE IV

#### COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 1. Members' Easements. Except for Limited Common Areas as above specified, each Member, and each Member's Permittee shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) Easements over and upon the Common Areas in favor of the Foundation and the Village Association (including, without limitation, Landscaping and Pedestrian Areas) and all other associations governing certain other lots within Weston and in favor of all persons having the right to use the

"common areas" governed by the Foundation or any such other association; provided, however, that this subsection shall not, in itself, be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other document to which The Properties are now or hereafter subject.

(b) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(c) The right of the Association to suspend the Member's (and his Member's Permittees') right to use the recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on the Common Areas.

(e) The right of the Association, the Village Association and the Foundation to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(g) The right of Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon (if any).

(h) The right of Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(i) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to the Village Association, the Foundation, any other association having jurisdiction over other portions of Weston, or any public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate and to create (subject to Foundation approval) or contract with the Foundation, other associations, community development and special taxing districts for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds, to their Lots, shall be deemed to have consented, no consent of any other party, except the Developer, being necessary).

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTIONS 11, 12 AND 13 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Area subject thereto.

Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to Broward County and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Village Association or the Foundation, on behalf of itself and/or the Association and/or other affected associations, shall have the power to incur, by way of contract the provisions of, the Village Covenants or the Foundation Covenants or otherwise, expenses general to all or applicable portions of Country Isles or Weston or appropriate portions of either, and the Foundation shall then allocate portions of such expenses among the Village Association or the Foundation, the Association and other affected associations based on such formula as may be adopted by the Foundation, or as provided in the Village Covenants or the Foundation Covenants. The portion so allocated to the Association shall be deemed a general expense (or in the case of charges applicable to only one or more specific Lots to the exclusion of others, a special expense to be allocated only among the affected Lots), collectible through assessments (either general or special) against applicable Lots.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Utility and Community Systems Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 6. Limited Common Areas. At the time that title to a Lot is conveyed to an Owner thereof, there shall be deemed to have been vested in such Owner, as an appurtenance to the Lot (and not separately alienable therefrom), the exclusive right to use (but not title to or any other ownership interest in) the applicable Limited Common Areas (as defined in Article I), if any,

subject always, however, to the rights, if any, of Broward County, the Association and the public with respect thereto. The Developer, from time to time, may add to the Limited Common Areas by recorded supplemental declaration. Maintenance and repair of the Limited Common Areas shall be the responsibility of the Owner of the Lot(s) served by and adjacent to the applicable Limited Common Areas, except as specified in any supplemental declaration adding or otherwise applying to the Limited Common Areas.

Section 7. Ownership. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties and all Member's Permittees and the Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, the Village Association and/or the Foundation. The Common Areas (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of Broward County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Association shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of the values of the Common Area), proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer and its affiliates or designee elect to effect, and to use, without charge, the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of Weston. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

Section 8. Community Systems. Developer shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within The Properties, or all or any portion of the rights, duties or obligations with respect thereto to the Association, the Village Association, the Foundation or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Lot/Unit). Without limiting the generality of Article I, Section (e) hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with regard thereto as are assigned by Developer in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Areas hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Areas unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association, the Foundation or any Owner and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed).

In recognition of the increased effectiveness, decreased installation of maintenance costs and lower user fees arising from the connection of all Units in The Properties to the applicable Community Systems, each Owner and occupant of a Unit shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association or Foundation is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Units be so connected. The foregoing shall not, however, prohibit the Association or Foundation from making exceptions to any such 100% use requirement in its reasonable discretion.

WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTION 11 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, the Developer (and each party joining in any supplemental declaration), for all Lots within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through, the Association and the maintenance, management, operation and insurance of the Common Areas as provided herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 4 hereof, special assessments for maintenance as provided in Section 3 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as



contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as herein-after provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively for the purposes expressed in Section 1 of this Article.

Section 3. Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee(s) or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

Section 4. Capital Improvements. Funds which, in the aggregate, exceed the lesser of \$5,000 or 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association. It is the intent of this Section that any capital improvements having a cost of less than the amount provided for above be paid for by regular assessments, with an appropriate adjustment to the budget of the Association and the assessment levied in accordance therewith to be made, if necessary.

Section 5. Date of Commencement of Annual Assessments;  
Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual install-

ments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may

be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

If delegated to it by the Foundation or Village Association (as appropriate) pursuant to Article X hereof, it shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

**Section 8. Subordination of the Lien.** The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender or otherwise insured by FNMA or FHLMC and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of fore-

closure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). The lien of assessments shall also be subject to the liens of the assessments for the Foundation and the Village Association, the overall priority of liens being: tax liens, first mortgage liens, Foundation liens, Village Association liens and then the lien created herein. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Collection of Assessments. Assessments levied pursuant hereto shall be collected in the manner established pursuant to Article X of this Declaration. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Association (which, initially, shall be the case), all references herein to collection by the Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

Section 10. Developer's Assessments. Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (iii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). When all Lots within The Properties are sold and conveyed to purchasers, neither the Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 11. Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

## ARTICLE VI

### MAINTENANCE OF UNITS AND LOTS

Section 1. Exteriors of Units. Each Owner shall maintain all structures (including the Unit) located on his Lot in a neat, orderly and attractive manner and consistent with the general

appearance of The Properties, Country Isles and Weston as a whole. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties and Weston as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Board or its equivalent having jurisdiction over The Properties. Each Owner shall repaint or restain, as appropriate, the exterior portions of his Unit (with the same colors as initially used on the Unit) as often as is necessary to comply with the foregoing standards.

Section 2. Lots. Each Owner shall maintain the trees, shrubbery, grass and other landscaping on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties, Country Isles and Weston as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties, Country Isles and Weston as initially landscaped by Developer (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The foregoing maintenance obligations shall also apply to the portions of adjacent Limited Common Areas up to the edge of the paved roadway surfaces within any road right of way which a Lot abuts, unless the Foundation or the Association assumes such maintenance responsibilities.

Section 3. Remedies for Noncompliance. In the event of the failure of an Owner to maintain his Unit or Lot in accordance with this Article, the Foundation, the Village Association or the Association (whichever at the time has the power to enforce this Article) shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs; the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable Covenants (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Foundation, the Village Association or the Association performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable Covenants, the costs and expenses thereof shall be deemed a special assessment under Article V, Section 3 of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable entity in its sole discretion.

Section 5. Right of Entry. There is hereby created an easement in favor of the Foundation, the Village Association or the

Association, as appropriate, and its applicable designees over each Lot for the purpose of entering onto such Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

Section 6. Limited Exemption. To the extent that a Unit on a Lot is under construction by the Developer or a builder bound to comply with construction-related requirements or restrictions imposed by the Developer, the provisions of this Article (as well as those of Article VII, Section 11) shall not apply to such Lot until such time as the construction of the Unit is completed as evidenced by the issuance of a certificate of occupancy therefor.

## ARTICLE VII

### CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of The Properties but shall not be applicable to the Developer or any of its designees or Lots or other property owned by the Developer or its designees.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a garage, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer or its affiliates (except if such changes are made by the Developer) without the consent of the Architectural Control Board ("Architectural Control Board"), the Architectural Control Committee of the Village Association (the "Committee") or the Development Review Board of the Foundation (the "DRB"), as appropriate and as provided herein.

Section 3. Opening Blank Walls; Removing Fences. Without limiting the generality of Section 11 of this Article, no Owner shall make or permit any opening to be made in any blank wall (except as such opening is initially installed) or masonry wall or fence. Further, no such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of Developer and the applicable one of the Architectural Control Board, the Committee or the DRB. Developer shall have the right, but not be obligated, to assign all or any portion of its rights and privileges under this Section to the Association or the Foundation.

Section 4. Easements. Easements for installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering The Properties and as provided herein. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, the Village Association, the Foundation and the Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats.

Section 5. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTION 12 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 6. Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by the Developer during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and such other tank designed and used for household purposes as shall be approved by the Architectural Control Board described in Section 11, below. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Board.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

1. The exclusive sales agent for the Developer may place one professional sign advertising the Unit for sale.

2. One sign of not more than one (1) square foot which may be used to indicate the name of the resident(s) of the Unit.

3. One (1) "for sale" or "for rent" sign may be displayed under the following conditions:

a. The sign may identify the property, the owner or agent and the address and telephone number of the owner or agent relative to the premises upon which the sign is located.

b. The face surface of such sign shall not be larger than twelve (12) inches in width and eight (8) inches in height square inches, provided, however, that it shall be permissible to attach thereto one of the following additional signs not exceeding twelve (12) inches in width and two and one half (2 1/2) inches in height and containing the wording:

- A. BY APPOINTMENT ONLY
- B. OPEN
- C. POOL
- D. REALTOR/ASSOCIATE NAME
- E. RENTAL/FOR RENT

c. The sign shall be constructed of metal, plastic, wood or pressed wood and shall be fastened to a supporting member constructed of angle iron not exceeding one (1) inch by one (1) inch or a two (2) inch by two (2) inch wooden post, provided that said supporting member shall

be all white or all black in color and have no letters or numbers upon it.

- d. The supporting member shall be driven into the ground to provide that the top of the face of such sign shall not be more than four (4) feet above the finished grade of the ground.
- e. All such signs shall be lettered professionally, but such signs shall not be required to be submitted to the Association for approval.
- f. Such sign shall be so erected or placed that its center line is parallel or perpendicular to the front property line.
- g. Such sign shall not be erected or placed closer than five (5) feet from the front of the property line (as opposed to the adjacent street, if different).
- h. Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and the back of the sign.
- i. Where such sign is suspended from an arm of the support, such arm shall not exceed a length of sixteen (16) inches.
- j. All such signs shall be erected on a temporary basis.
- k. Such sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material and shall not contain any flags, streamers, movable items or like devices.
- l. Any such sign shall be removed within five (5) days from the date a binding agreement is entered into for the sale, lease or rental of the property or immediately upon the removal of the property from the market, whichever occurs first.
- m. No sign shall be placed on any Common Areas.

Without limiting the generality of Article X hereof, in the event that similar requirements of the Foundation are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control.

Section 8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTION 12 WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 9. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs,



cats and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 10. Visibility at Intersections; Off-Lot Parking. No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section. No motor vehicles shall be parked on Common Areas or public or private streets.

Section 11. Architectural Control. The following provisions of this Section 11 are subject to those of Article X hereof. Accordingly, this Section shall not be operative if and to the extent that the Foundation or Developer elects to assume any or all architectural control powers or duties in accordance with Article X.

No building, wall, fence or other structure or improvement of any nature (including, but not limited to, pools, hedges, other landscaping, exterior paint or finish, play structures, hurricane protection, basketball hoops, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Control Board and all necessary governmental permits are obtained. The foregoing shall also apply to conversions of garages to living space even though same are not readily apparent from the exteriors of applicable Units. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

In the event that any new improvement is added to a Unit/Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association shall have the right (and an easement and license) to enter upon the applicable Lot and remove or

otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days' prior written notice of and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the aforesaid costs) shall be a special assessment against the Lot, which assessment shall be payable upon demand and secured by the lien for assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and no member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Architectural Control Board shall be required for the maintenance (including repainting and restaining of Unit exteriors with the same colors originally thereon) required by Article VI of this Declaration.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates. Further, this Section 11 shall not apply to a Unit or other improvements being constructed on a Lot which is subject to the limited exemption set forth in Article VI, Section 6 of this Declaration (it being the intent hereof that Developer shall control the initial construction of Units and related improvements within The Properties until such time as same are completed).

Section 12. Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks (other than those expressly permitted by the Association) or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, nor in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by Developer or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking or parking on lawns shall be permitted.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto The Properties, any type of vehicle other than a passenger car inasmuch as such vehicle may not be permitted to be kept within The Properties.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in

the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 14. Fences, Walls and Hedges. No fence, wall or other structure or hedge shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its affiliates, and except any approved by the Architectural Control Board or its equivalent as provided in the applicable document(s).

Section 15. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of The Properties except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

Section 16. Lakefront Property. As to all portions of The Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Developer or its affiliates, subject to any and all governmental approvals and permits that may be required.

(b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted.

(c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(d) Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(e) All boats and related equipment stored on Lots shall be secured from view in a manner approved by the Architectural Control Board.

(f) No landscaping (other than that initially installed by the Developer), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed

within any lake maintenance or similar easements around lakes or other bodies of water.

WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATERBODY-RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTION 13 HEREOF.

Section 17. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board or its equivalent for energy conservation purposes.

Section 18. Exterior Antennas. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 19. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer or its affiliates during construction periods or as otherwise approved by Developer.

Section 20. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board, the Committee or the DRB, whichever then has jurisdiction over such matters. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties and/or Weston, as appropriate, without making the cost of the aforesaid devices prohibitively expensive.

Section 21. Driveway and Sidewalk Surfaces. No Owner shall install on a Lot, and the Architectural Control Board shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved by the Developer. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

Section 22. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Board.

Section 23. Gatehouse Procedures; Roving Patrols. All Owners shall be responsible for complying with, and ensuring that their Members' Permittees and invitees comply with, all procedures adopted by the Association for controlling access to and upon The Properties through any gatehouse operated by the Association as well as overall Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

All Owners and other occupants of Units are advised that any gatehouse staff and system, as well as any roving patrol/ surveillance personnel, serving The Properties are not law enforcement officers and are not intended to supplant same, such persons being engaged, if at all, only for the purpose of monitoring access to The Properties and observing activities therein which are readily apparent by such persons.

Nothing herein contained shall in any manner obligate Developer to construct a gatehouse or obligate the Association to staff and/or operate any gatehouse which may be constructed.

Section 24. Additional Rules and Regulations. Attached hereto as Schedule A are certain additional rules and regulations of the Association which are incorporated herein by this reference and which, as may the foregoing, may be modified, in whole or in part, at any time by the Board without the necessity of recording an amendment hereto or thereto in the public records.

Section 25. Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article VII and the aforesaid rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII or such rules and regulations in any instance in which such variance is not granted.

#### ARTICLE VIII

##### RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Estoppel Certificate. No Owner may sell or convey his interest in a Lot unless all sums due the Association, the Village Association and the Foundation shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 2. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Foundation Covenants, the Village Covenants or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association or the Foundation. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of up to \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties or Weston resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or the Foundation, as applicable). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

Section 3. Members' Permittees. No Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, a Member's Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Director shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by the Developer for model apartments, sales offices, management services or otherwise.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors of the Association shall enforce, and the Owners comply with, same with due regard for such purpose.

## ARTICLE IX

### ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner, even if in the first instance: a fine not in excess of One Thousand Dollars (\$1,000.00).

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

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

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

## ARTICLE X

### FOUNDATION, VILLAGE ASSOCIATION AND ASSOCIATION

Section 1. Preamble. In order to ensure the orderly development, operation and maintenance of The Properties as an integrated part of Country Isles and Weston, this Article has been promulgated for the purposes of (1) giving the Foundation and the Village Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 2. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumula-

tive with those of the Foundation Covenants and the Village Covenants; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of this Declaration shall be subject and subordinate to those of the Village Covenants and the Foundation Covenants, the latter controlling over the former. The foregoing priorities shall apply, but not be limited, to the liens for assessments created in favor of the Foundation, the Village Association and the Association (as provided in Article V, Section 8 hereof).

Section 3. Architectural Control, Maintenance and Use Restrictions. Initially, all architectural control/development review functions related to the applicable requirements and restrictions set forth herein and in the Foundation Covenants shall be performed by the Association and the Foundation, respectively. For so long as this is the case, no Owner shall submit a request for architectural control/development review approval to the Foundation without first having received the written approval of the applicable matter from the Association and included a copy thereof with the request to the Foundation.

The Foundation, the Village Association and the Association shall each enforce the maintenance and use requirements and restrictions set forth in their respective declarations, provided that (i) in the event of conflict between or among such requirements and restrictions, the more stringent ones shall control and (ii) in the event that the Association fails to so enforce, the Village Association and/or the Foundation may do so).

As used in this Section, the terms Foundation, Village Association and Association shall be deemed to refer to their respective development review boards or architectural control committees, where appropriate. In the event of a conflict between an architectural control/development review action (i.e., an approval or disapproval) of the Foundation or the Village Association and that of the Association, the action of the Foundation or Village Association shall be final and shall control over that of the Association.

Section 4. Collection of Assessments. The Foundation shall, initially, act as collection agent for the Association as to all assessments payable to each of same by the Members of the Association. The Foundation will remit the assessments so collected to the respective payees pursuant to such procedure as may be adopted by the Foundation.

In the event that the assessments received by the Foundation for the Association and itself are received in a lump sum and such sum is less than sufficient to pay all three entities, the amount collected shall be applied first to the assessments of the Foundation, then to those of the Village Association and then to those of the Association (each entity to be paid in full before the Association is paid). All capital improvement assessments, special assessments, fines, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above.

The Association shall notify the Foundation, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. The aforesaid notice period shall also apply to capital improvement assessments, but may be as short as five (5) days before the next-due regular assessment installment in the case of special assessments, fines and similar impositions on fewer than all Members.



The Foundation shall have the power, but shall not be required, to record liens or take any other actions with regard to delinquencies in assessments payable to the Association. In the event that the Foundation does so, then all rights of enforcement provided in Article V hereof shall be deemed to have automatically vested in the Foundation, but all costs and expenses of exercising such rights shall nevertheless be paid by the Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered).

The Foundation may change, from time to time by sixty (60) days' prior written notice to the Association, the procedures set forth in this Section 4 in whole or in part. Such change may include, without limitation, the delegation by the Foundation of all or some of the collection functions provided for herein to the Association or any combination the Foundation, the Village Association and the Association (to which delegation the Association and its Members shall be deemed to have automatically agreed).

All fidelity bonds and insurance maintained by the Association shall reflect any duties delegated to it pursuant hereto and any amounts to be received and disbursed by it pursuant hereto and shall name the Foundation and/or the Village Association (as applicable) as obligees/insured parties for so long as their assessments are being collected and remitted by the Association.

The Association may delegate any duties delegated to it pursuant hereto to a management company approved by the Foundation, provided that (1) the Association shall remain ultimately liable hereunder, (2) the management company, as well as the Association, shall comply with the requirements of the foregoing paragraph and (3) the approval of the management company may be withdrawn, with or without cause, at any time upon thirty (30) days' prior written notice. Any management agreement or similar contract entered into by the Association shall be subject to the provisions of this Article and shall not require the Association to pay fees for the performance of duties which would otherwise be delegated to the company in connection with this Article if such duties are performed by the Foundation as provided above or by the Village Association.

In the event of any change in assessment collection procedures elected to be made by the Foundation, the relative priorities of assessment remittances and liens (i.e., the Foundation first, the Village Association second and the Association third) shall still remain in effect, as shall the Foundation's ability to modify or revoke its election from time to time.

Section 5. Delegation of Other Duties. The Foundation and the Village Association shall each have the right to delegate to the Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Article as the Foundation or Village Association shall deem appropriate. Such delegation shall be made by written notice to the Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto by the Foundation shall be subject to the prior written approval of the Developer, which approval may also be withdrawn at any time.

Section 6. Acceptance of Delegated Duties. Whenever the Foundation or Village Association delegates any duty to the Association pursuant to Sections 3, 4 or 5 hereunder, the Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the delegating entity for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Association's performance, non-performance or negligent performance thereof.

Section 7. Expense Allocations. The Foundation and/or Village Association may, by written notice given to the Association at least thirty (30) days' prior to the end of the Association's fiscal year, allocate and assess to the Association a share of the expenses incurred by the Foundation or Village Association (as applicable) which are reasonably allocable to The Properties or the Association, whereupon such expenses shall thereafter be deemed common expenses payable by assessments of the Owners as provided in Article V, Sections 1 and 2 of this Declaration. By way of example only, the Foundation could allocate the share of the costs of maintaining security or patrol services for Weston attributable to The Properties (based, for instance, on the number of Lots or linear feet of roadways therein) whereupon such allocated share would become common expenses of the Owners and a sum payable by the Association.

In the event of the failure of the Association to budget or assess the Members for, or to pay, such allocated expenses, the Foundation shall be entitled to pursue all available remedies afforded same under this Declaration or, without waiving the right to do the foregoing, specially assess all Owners for the sums due.

Section 8. Conflict; Amendment. In the event of conflict between this Article X and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, By-Laws or rules and regulations of the Association, the provisions of this Article shall supersede and control. Except as to amendments made by the Developer, no amendment to this Article or this Declaration generally which affects the rights, privileges or protections afforded Developer or the Foundation or Village Association hereunder shall be effective without the express written consent of Developer, the Foundation or the Village Association, as applicable, whose determination as to whether such amendment has the aforesaid effect shall be final and conclusive.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Foundation, the Village Association, the Association, the Architectural Control Board, the Committee, the DRB (whichever of same then has the right of enforcement), the Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively (subject to Article X, Section 8) by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. In the event Arvida/JMB Partners is not the Developer, no amendment may nevertheless be made which, in its opinion, adversely affects its interest without its consent. The foregoing sentence and the provisions of this Section reserving amendment powers in the Developer may not be amended.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Broward County Public Records.

Section 7. Conflict. This Declaration shall take precedence over conflicting provisions in Schedule A hereto and in the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were

originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. CPI. Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

Section 11. Notices and Disclaimers as to Community Systems. Developer, the Foundation or the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, THE FOUNDATION, THE VILLAGE ASSOCIATION, THE ASSOCIATION AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE FOUNDATION, THE VILLAGE ASSOCIATION, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that Developer, the Foundation, the Village Association, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Foundation, the Village Association, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars,

which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Foundation, the Village Association, the Association or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Developer, the Foundation, the Village Association, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

Section 12. Blasting and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTIES AND/OR WESTON. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASE-HOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO WESTON WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF WESTON HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF WESTON.

Section 13. Notices and Disclaimers as to Water Bodies. NEITHER DEVELOPER, THE FOUNDATION, THE VILLAGE ASSOCIATION ANY NEIGHBORHOOD ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN WESTON, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT ARTICLE VII, SECTIONS 13 AND 19 HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF WESTON LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN WESTON AND MAY POSE A THREAT TO PERSONS, PETS AND

PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 14. Certain Reserved Rights of Developer with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Developer hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in Broward County, Florida, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of Broward County); and

(c) the right to offer from time to time security services through the Community Systems.

Section 15. Neither the Association nor any officer, director, employee or agent (including management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law. The foregoing shall also apply to the Foundation and its respective officers, directors, employees and agents (including management companies).

Section 16. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4, HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

#### **ARTICLE XIII**

##### **DISCLAIMER OF LIABILITY OF ASSOCIATION**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), 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 ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES,

AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, BROWARD COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AS INTEREST IN OR LIEN UPON, OR MAKING AN USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE 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 ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER, THE FOUNDATION AND THE VILLAGE ASSOCIATION WHICH SHALL BE FULLY PROTECTED HEREBY.

EXECUTED as of the date first above written.

Witnessed by:

ARVIDA/JMB PARTNERS, a Florida  
general partnership

Name: \_\_\_\_\_

BY: Arvida/JMB Managers, Inc.  
an Illinois corporation  
and general partner

Name: \_\_\_\_\_

By: \_\_\_\_\_  
James D. Motta  
Vice-President  
Name: \_\_\_\_\_

STATE OF FLORIDA     )  
                          ) SS:  
COUNTY OF BROWARD    )

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by James D. Motta, as Vice President of Arvida/JMB Managers, Inc., an Illinois corporation and general partner of Arvida/JMB Partners, a Florida general partnership, on behalf of the corporation as general partner as aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

Name: \_\_\_\_\_

\_\_\_\_\_  
  
12/02/91 LC/LMC/ONE/STW.DEC



EXHIBIT "A"

As provided in Article I, Section (b) of the foregoing Declaration, the initial Common Areas subject thereto will be specified and declared as such either (i) when the Declaration is recorded in the Public Records of Broward County, Florida or (ii) in a subsequent Supplemental Declaration.

EXHIBIT "B"

Legal description of initial portions of The Properties.

SCHEDULE A TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR WATERFORD LANDING

1. The Common Areas and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored thereon.

2. The personal property of Owners must be stored in their respective Units or in outside storage areas (if any are provided by Developer or approved by the Architectural Control Board).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from or on the Unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Unit or Lot, except as provided in the Declaration with respect to refuse containers.

4. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

5. No motor vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor.

Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

6. No Owner shall make or permit any disturbing noises in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.

8. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.

9. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.

10. No vegetable gardens shall be permitted except in fully enclosed patio areas.

11. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas, except as to gas cylinders permitted under the Declaration.

13. An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association, except as to gas cylinders permitted under the Declaration.

14. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit without the prior written approval of the Architectural Control Board.

15. All persons using any pool on the Common Areas (if any) shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities (if any). Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck, if any. Pets are not permitted in the pool or pool area (if any) under any circumstances.

16. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

17. Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance the Declaration and with the following:

No pet shall be permitted outside of its Owner's Unit unless attended by an adult or child of more than ten (10) years of age and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

18. No hunting or use of firearms shall be permitted anywhere in The Properties.

19. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so

comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

20. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Developer or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of, and conditions on time limitations imposed by, the Board.

11/26/91/CMC/CMC/VTB/01.A

**ARTICLES OF INCORPORATION**  
**OF**  
**WATERFORD LANDING**  
**MAINTENANCE ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the corporation shall be the WATERFORD LANDING MAINTENANCE ASSOCIATION, INC., which is hereinafter referred to as "the Association".

**ARTICLE II**

**PURPOSES AND POWERS**

The objects and purposes of the Association are those objects and purposes as are authorized by the Neighborhood Covenants for Waterford Landing recorded (or to be recorded) in the Public Records of Broward County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in The Properties and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

**ARTICLE III**

**MEMBERS**

**Section 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by Developer (or its affiliates), or any time prior thereto at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented by proxy at the meeting.

Section 4. General Matters. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

#### ARTICLE IV

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE V

##### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
<u>David B. Meseroll, Jr.</u>	<u>1200 Weston Road</u> <u>Ft. Lauderdale, FL 33326</u>
<u>Michael Bellet</u>	<u>1200 Weston Road</u> <u>Ft. Lauderdale, FL 33326</u>
<u>Thomas Siegel</u>	<u>1200 Weston Road</u> <u>Ft. Lauderdale, FL 33326</u>

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors and their Developer-appointed replacements, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in The Properties or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. Notwithstanding the foregoing, until such time as the Class B Membership in the Association terminates, the Developer shall have the right to appoint the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the annual meeting of the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

## ARTICLE VI

### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:



<u>Name and Office</u>	<u>Address</u>
<u>President:</u>	
David B. Meseroll, Jr. _____	1200 Weston Road _____ Ft. Lauderdale, FL 33326 _____
<u>Vice-President:</u>	
Michael Bellet _____	1200 Weston Road _____ Ft. Lauderdale, FL 33326 _____
<u>Treasurer/Secretary:</u>	
Thomas Siegel _____	1200 Weston Road _____ Ft. Lauderdale, FL 33326 _____

## ARTICLE VII

### BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

## ARTICLE VIII

### AMENDMENTS AND PRIORITIES

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 66-2/3% of the Members), all in the manner provided in, and in accordance with the notice provisions of, Fla. Stat. 617.017.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Covenants, the Covenants shall control.

## ARTICLE IX

### INCORPORATOR

The name and address of the incorporator of this Corporation is:

<u>Name</u>	<u>Address</u>
David B. Meseroll, Jr. _____	1200 Weston Road _____ Ft. Lauderdale, FL 33326 _____

## ARTICLE X

### INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by

him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further 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 or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. 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 by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 5. The provisions of this Article X shall not be amended.

## ARTICLE XI

### REGISTERED AGENT

Until changed, David B. Meseroll, Jr., shall be the registered agent of the Association and the registered office shall be at 18400 Saddleclub Road, Fort Lauderdale, Florida 33326.

IN WITNESS WHEREOF, the aforesaid incorporator has hereunto set his hand this \_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
DAVID B. MESEROLL, JR.

STATE OF FLORIDA     )  
                          ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, by DAVID B. MESEROLL, JR.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

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

In compliance with the laws of Florida, the following is  
submitted:

First -- That desiring to organize under the laws of the State  
of Florida with its principal office, as indicated in the foregoing  
articles of incorporation, in the County of Broward, State of  
Florida, the corporation named in said articles has named David B.  
Meseroll, Jr., located at 18400 Saddleclub Road, Fort Lauderdale,  
Florida 33326, as its statutory registered agent.

Having been named the statutory agent of the above corpora-  
tion at the place designated in this certificate, I hereby accept  
the same and agree to act in this capacity, and agree to comply  
with the provisions of Florida law relative to keeping the regis-  
tered office open.

\_\_\_\_\_  
DAVID B. MESEROLL, JR.

Dated this \_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

**BY-LAWS OF**  
**WATERFORD LANDING**  
**MAINTENANCE ASSOCIATION, INC.**

A Corporation Not for Profit  
Under the Laws of the State of Florida

**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to WATERFORD LANDING MAINTENANCE ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Neighborhood Covenants for Waterford Landing (the "Covenants") described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Articles of Incorporation of the Association.

Section 5. All other definitions used in the Covenants are incorporated herein by this reference.

**ARTICLE II**

**LOCATION**

Section 1. Until changed, the principal office of the Association shall be located at 1200 Weston Road, Fort Lauderdale, Florida 33326.

**ARTICLE III**

**MEMBERSHIP**

Section 1. Membership of the Association is as set forth in Article III of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of The Properties against which such assessments are made as provided in the Covenants.

**ARTICLE IV**

**BOARD OF DIRECTORS**

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Broward County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Broward County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 8. Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

## ARTICLE V

### OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at

least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

## ARTICLE VI

### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of October in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot. No person other than a designee of the Developer is permitted to cast more than five (5) votes by proxy.

Section 6. Meetings shall be governed by Roberts Rules of Order (latest edition).

## ARTICLE VII

### BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

## ARTICLE VIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66-2/3% of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Developer or its affiliates owns any Lot governed by the Association without the consent of the Members or the Board.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of the Association on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
David B. Meseroll, Jr.,  
President

\_\_\_\_\_  
Thomas Siegel, Secretary



COMMON AREAS MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between WATERFORD LANDING MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called "Association", and ARVIDA MANAGEMENT LIMITED PARTNERSHIP, a Delaware limited partnership, its successors and assigns, hereinafter called "Management Firm".

**W I T N E S S E T H:**

WHEREAS, Management Firm is in the business of managing and maintaining common areas and recreational facilities; and

WHEREAS, Association is obligated to operate and maintain, for its Members' benefit, the Common Areas described in the Neighborhood Covenants for Waterford Landing recorded in the Public Records of Broward County, Florida (the "Covenants") (the definitions of which are incorporated herein by this reference) and is desirous of employing Management Firm for the purposes of performing such services; and

WHEREAS, Management Firm has agreed to provide such services to Association and its membership, all for the consideration, and upon the terms, provisions and conditions, hereinafter set forth; and

WHEREAS, authority is granted in the Covenants, Articles of Incorporation and/or By-Laws of Association to enter into contracts for management and maintenance;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter contained to be performed by each party in favor of the other, Association and Management Firm represent, warrant, covenant and agree as follows:

1. Association hereby employs Management Firm, and Management Firm hereby accepts such employment, for the consideration hereinafter recited, and for the time period and upon the terms, provisions and conditions hereinafter set forth.

2. The duties which the Management Firm assumes and agrees to perform for Association shall be the performance of such undertakings as are necessary to maintain and operate the Common Areas for the membership of Association, and to otherwise perform such of the obligations of the Association as may be lawfully delegated, and without limiting the generality of the foregoing, Management Firm shall provide consultation, advice, guidance, maintenance and managerial services necessary to do and accomplish the following:

A. To manage and maintain the Common Areas and other property owned by Association as established in the Covenants.

B. To collect and receive in the name of Association or as agent for Association all assessments and other charges which may be due from Association Members. Management Firm is hereby given the right to receipt for any and all assessments and charges and, in the event that the payment of any assessments or charges due to Association may be in default, to take such legal action as may be necessary to enforce any and all rights which Association may have against the Member, tenant or other party who is delinquent in the payment to Association. Management Firm shall further furnish Association at least once each quarter an itemized list of all delinquent accounts.

C. To take such action as may be necessary to comply promptly with any and all orders or requirements of any federal, state, county or municipal authority having jurisdiction; however,

except in the event of emergencies, Management Firm shall not take any such action without notifying the Board of Directors of Association if time so permits, and Management Firm shall not take any action so long as Association is contesting, or has affirmed its intention to protest, any such order or requirements.

D. Where applicable, to make contracts for furnishing of water, electricity, gas, telephone, exterminating services, garbage disposal and such other services as Management Firm shall deem to be in the best interest of Association (including, without limitation, a subcontract of Management Firm's undertakings hereunder, in lieu of an assignment hereof, to an entity similar to Management Firm). Management Firm shall place orders for such equipment, tools, appliances, materials and supplies as are necessary in the opinion of Management Firm. Orders shall be made in the name of the Association or in the name of Management Firm as agent for Association.

E. To operate the Common Areas and to enforce rules and regulations relating to their use by the membership of Association.

F. To prepare an annual Budget not less than thirty (30) days before the beginning of each fiscal year, setting forth an itemized statement of anticipated receipts and disbursements for the forthcoming year, based upon the previous year's experience and taking into account the general condition of the Common Areas and the objectives for the ensuing year, and to submit to the Board of Directors of Association wage rate recommendations for the forthcoming year.

G. To select a certified public accountant and legal counsel for Association and to work in conjunction with such accountant and legal counsel to aid in the preparation of any and all forms, reports and returns required by law to be filed by Association with any governmental authority, provided, however, that this provision shall not suggest that any audit is required.

H. To at all times keep and maintain a separate set of books and records for Association, which records shall be subject to examination at all reasonable hours, and to prepare and render quarterly, semi-annual or annual statements of income and expense to the Board of Directors.

I. On behalf of Association, to enforce (where permitted by law) use restrictions that may from time to time exist as to Members of the Association.

J. To prepare disbursements of Association funds to pay (1) salaries and any other compensation due and payable to employees of Association, and (2) costs and expenses incurred in carrying out Management Firm's duties and responsibilities under this Agreement. All bank accounts maintained by Management Firm or Association shall be maintained in a bank whose deposits are insured by an agency of the federal government and shall be placed in accounts styled so as to indicate the custodial nature thereof, but all funds may be placed in interest bearing accounts or invested as Association shall direct.

3. Everything done by Management Firm in the way of management and maintenance under the provisions of this Agreement shall be done as agent for Association, and all obligations or expenses incurred in the performance of Management Firm's duties and obligations shall be for the account of, on behalf of and at the expense of Association. Management Firm shall not be obligated to make any advance to or for the account of Association or to pay any sum, except out of funds held or provided by Association or from its Members, nor shall Management Firm be obligated to incur any liability or obligation on account of Association without assurance that the necessary funds for the discharge thereof will be provided. Since Management Firm will be acting at all times for and on behalf of Association, it is understood and agreed that the

public liability insurance carried and maintained by Association shall be extended to and shall cover Management Firm, its agents and employees, as well as Association, all at the expense of Association. Association agrees to indemnify and hold the Management Firm harmless from any and all liability for any injury, damage or accident to any Member of Association, a guest or invitee of any such Member, or to any third person and for property damage arising out of or in the course of the performance by Management Firm of its duties hereunder.

4. All of the foregoing management services to Association shall be rendered on a basis of "actual cost" and Association shall pay or reimburse Management Firm for all costs which may be incurred by Management Firm in providing services, materials and supplies to Association, and shall include the cost of all employees of Management Firm for the time spent directly upon performance of matters required by the terms of this Agreement, except that the Management Firm shall not be entitled to reimbursement for salaries of officers of Management Firm and general office overhead of Management Firm, as said items are actually included within the fee hereinafter provided to be paid to Management Firm.

5. Management Firm, by the execution of this Agreement, assumes and undertakes to perform, carry out and administer all of the duties and responsibilities imposed upon Association as set forth in the Covenants, except those that cannot be lawfully delegated. Such assumption of obligations is limited, however, to operation, management and maintenance as agent, and does not require Management Firm to pay any of the costs and expenses which are the obligation of the Association, except as specifically in this Agreement assumed by Management Firm.

6. The parties recognize that Management Firm will be performing similar services for other associations in the Country Walk development (the "Development") and will be responsible for the management of other common areas. Accordingly, and notwithstanding anything contained herein to the contrary, such costs and expenses as are general to the Development may, within Management Firm's discretion, be averaged and charged on a weighted basis. Such weighing shall be determined by Management Firm taking into consideration the relative amount of property operated by the respective associations, the size and types of improvements thereon and the number and physical characteristics of dwelling units contained in such improvements. The basis for the foregoing provisions is that if Management Firm is not obligated to cost account with regard to each association's property, that will substantially decrease the cost of administration of all the properties being managed by Management Firm in the Development.

7. This Agreement shall be in full force and effect for a term beginning on the date hereof and ending one (1) year after the conveyance of the title to the last dwelling unit constructed in Waterford Landing by the participating builders therein, unless sooner terminated in accordance with Paragraph 8 hereof.

8. In the event that Association defaults by failing to make the payments required to be made hereunder, or by continuing to violate any law, ordinance or statute after notice from the appropriate governmental authority and after having failed to commence to resist or test such ordinance or statute by appropriate legal action, then, upon the giving of thirty (30) days' written notice by Management Firm, unless such default is cured within such 30-day period, or, if the default involves a violation of law, unless reasonable steps have been taken to comply with the provision, then the Management Firm shall have the right, upon the giving of fifteen (15) additional days' written notice, to cancel this Agreement, and this Agreement shall be cancelled on a date specified in such notice, which date shall be not less than fifteen (15) days after the giving of such notice. Anything to the contrary herein notwithstanding, this Agreement shall automatically

terminate thirty (30) days after the Class B Membership of the Association is terminated and the Class A Members elect the Board of Directors of the Association as contemplated in the Covenants. Because of the desire to maintain uniform standards of maintenance and enforcement throughout the Development, this Agreement cannot be cancelled by Association except for breach by Management Firm of its obligation to perform and then only if such breach is not cured within ninety (90) days of receipt of written notice thereof from Association, unless such cure would require additional time to effect, in which case the period within which such cure must be effected shall be extended appropriately. In the event of termination, the Management Firm shall be entitled to its pro rata fee and to reimbursement of all costs incurred or contracted for to the date of termination.

9. In addition to all actual costs which the Association shall pay the Management Firm for its services above set forth, and as and for a fixed fee for its services to be performed hereunder, the Association hereby agrees to pay Management Firm monthly in advance a sum of money calculated at the greater of (A) \_\_\_\_\_ percent (\_\_\_\_%) of the operating maintenance budget of the Association per annum, payable in equal monthly installments during each year of this Agreement (which fee shall be recalculated on a quarterly basis and adjusted in accordance with variations in the Association's budget), or (B) \_\_\_\_\_ Dollars (\$\_\_\_\_) per annum, payable in equal monthly installments during each year of this Agreement, for each Unit located in The Properties as defined in the Covenants commencing for each such Unit from the first day of the month in which its Certificate of Occupancy is issued, provided the fee specified in clause (B) above shall be subject to increase (but not subject to decrease) on an annual basis (at the sole option, from year to year, of the Management Firm) by the amount of the "fee adjustment", as defined and provided in this paragraph. The "fee adjustment" shall be computed by reference to the statistics published in the monthly labor review by the United States Department of Labor, Bureau of Labor Statistics, designated "Consumer Price Index", as specifically described below. The "fee adjustment" shall be computed by the following formula:

i = Consumer Price Index for the month of December 31, 19\_\_.

I = Consumer Price Index for the month of December 31, 19\_\_, and the month of December of each year thereafter.

$$\frac{I - i}{i} \times \text{the above fee} = \text{"fee adjustment"}$$

The appropriate annual "fee adjustment" shall be divided by 12 and the quotient shall be added to each monthly installment of net fees due for the year for which the calculation was made. If the Bureau of Labor Statistics shall change the method of determining the Consumer Price Index, the formula for determining "fee adjustment" shall be altered or amended, if possible, so as to continue the base period and base figure, but in the event it shall be impossible to do so, or in the event the Bureau of Labor Statistics shall cease to publish the said statistical information, and it is not available from any other source, public or private, acceptable to both parties, then and in any such events a new formula for determining "fee adjustment" shall be adopted by agreement between the parties, or in the absence of such agreement, by a single arbitrator chosen by the American Arbitration Association. The judgment entered by such arbitrator shall be binding upon the parties in accordance with the Florida Arbitration Code. The Consumer Price Index herein referred to is the "Consumer Price Index - U.S. city average for all urban consumers, 1967 equals 100, All items".

10. All actual costs incurred by Management Firm for Association shall be paid monthly on or before the first day of each month, or reimbursed to Management Firm at such time. Payment of

fees and compensation to Management Firm shall be due, in advance, on the first day of each and every month during the term hereof.

11. This Agreement may be assigned by Management Firm to a similar related or unrelated entity and shall be binding upon the parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year aforesaid.

Signed, sealed and delivered  
in the presence of:

**WATERFORD LANDING MAINTENANCE  
ASSOCIATION, INC.,** a Florida  
corporation not for profit

By: \_\_\_\_\_  
David B. Meseroll, Jr.  
President

[CORPORATE SEAL]

**ARVIDA MANAGEMENT LIMITED  
PARTNERSHIP,** a Delaware limited  
partnership

By: **ARVIDA MANAGERS, INC.,**  
a Florida corporation,  
general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

11/26/2011 10:00:00 AM C:\VIT\NET\AR