

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR THE SANCTUARY AT PALM BEACH GARDENS**

On December 27, 1994, the original Declaration of Covenants, Restrictions and Easements for the Sanctuary was recorded in the Official Records of Palm Beach County, Florida in Official Records Book 8559, Page 325 (the "Original Declaration"). The Original Declaration, as previously amended, is hereby restated in its entirety and amended in part by SANCTUARY PBG HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association") in this AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE SANCTUARY AT PALM BEACH GARDENS (this "Declaration"). Substantial rewording. See governing documents for current text.

The Association is the entity responsible for the operation, administration, maintenance and repair of portions of that certain real property located in the City of Palm Beach Gardens, in Palm Beach County, Florida, which is more particularly described on Exhibit "A" attached hereto and incorporated as if fully set forth herein (the "Property") and administering and enforcing the provisions of this Declaration.

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

All exhibits to the Original Declaration as recorded prior to the recordation of this Declaration, including but not limited to Exhibit "A", setting forth the legal description of the Property; Exhibit "B", setting forth the legal description of the "Common Properties" (as hereinafter defined); Exhibit "B-1", setting forth the legal description of the Conservation Areas; and Exhibit "B-2", setting forth the legal description of the Upland Preserve Areas; Exhibit "E", setting forth the Association's responsibilities contained within the "SFWMD Permit" (as hereinafter defined); and Exhibit "F", setting forth the Association's responsibilities contained within the "Corps Permit" (as hereinafter defined), shall remain in full force and effect, but, however, excluding the Articles of Incorporation and Bylaws, which are now hereby amended, restated, and recorded along with this Declaration as Exhibit "C" and Exhibit "D", respectively.

**ARTICLE 1
DEFINITIONS**

The following definitions shall be applicable to this Declaration and also to any "Supplemental Declaration" (as hereinafter defined), unless specifically stated to the contrary herein or therein:

1.1. “Articles” shall mean and refer to the Amended and Restated Articles of Incorporation for Sanctuary PBG Homeowners Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit “C,” as such Articles may be amended from time to time.

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

1.3. “Board” shall mean and refer to the Board of Directors of the Association.

1.4. “Bylaws” shall mean and refer to the Bylaws of Sanctuary PBG Homeowners Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit “D,” as such Bylaws may be amended from time to time.

1.5. “City” shall mean and refer to the City of Palm Beach Gardens, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.

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

1.7. “Common Expenses” shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair, and replacement of the “Common Properties” (as hereinafter defined), together with any other portion of the Property which is now or hereafter becomes the maintenance obligation of the Association, including, but not limited to, any maintenance easements or other easements covering portions of Lot(s) in favor of the Association, including reserves for the foregoing to the extent adopted as part of the Association’s budget, as provided in the Bylaws, including, without limitation: (a) unpaid Assessments; (b) the costs of any and all commonly-metered utilities, cable, or master television charges, if any, and other commonly-metered charges for the Common Properties; (c) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other agents, employees, or independent contractors; (d) costs of all operation, maintenance, repair, and replacement of the Common Properties, including, without limitation, gardening and other services benefiting the Common Properties and all recreational facilities thereon, if any; (e) costs of fire, casualty, and liability insurance, worker’s compensation insurance, and other insurance covering or connected with the Association or the Common Properties; (f) costs of bonding the members of the Board, the Association’s officers, and the “Management Company” (as hereinafter defined); (g) taxes paid by the Association, including, but not limited to, real property taxes for the Common Properties, if any; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common

Properties, or portions thereof; (i) costs of the monitoring and maintenance plans referred to in Section 7.2.1., including, but not limited to, consultants and replacement plants; (j) any reserves established in accordance with section 720.303(6)(d), Florida Statutes, as amended from time to time; and (k) costs of any other item or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, the Association's rights or duties hereunder, and/or for the benefit of the Owners or the Property.

1.8. "Common Properties" shall mean and refer to those portions of the Property (or any interest therein) which are declared as being Common Properties in this Declaration or in any Supplemental Declaration, or those portions of the Property (or any interest therein) which are conveyed to the Association as Common Properties, including where the context requires or permits, and "Improvements" (as hereinafter defined) thereon or any personal property owned by the Association and used or useful in connection with the operation of the Common Properties. Common Properties are for the common use and enjoyment of the Owners, subject to the rights of others hereunder. The real property described in Exhibit "B", attached hereto and incorporated as if fully set forth herein, to be the initial Common Properties, which includes, but not limited to, Conservation Areas, Upland Preserve Areas, and Preserve Buffer.

1.9. "County" shall mean and refer to Palm Beach County, Florida.

1.10. "Declarant" shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation.

1.11. "Declaration" shall further mean and refer to this instrument, as it may be amended from time to time.

1.12. "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, buildings, structures, fixtures, walkways, sprinkler pipes, and other apparatus, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees, and shrubs, poles, antennas, or satellite dishes, signs, and exterior air-conditioning and water-softener fixtures or equipment, if any.

1.13. "Individual Assessment" shall mean and refer to a charge against one or more Owners and their Lots for such matters as set forth in Section 4.4. of this Declaration.

1.14. "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of a bank, mortgage company, insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender.

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

1.16. "Legal Fees" shall include: (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i) above.

1.17. "Lot" shall mean and refer to any residential lot as shows on the "Plats" (as hereinafter defined) or as shown on any plat waiver or record survey filed with the County, or any parcel of land located within the Property which has been or is intended to be conveyed to an Owner and which contains or is intended to contain one dwelling unit, together with any Improvements which may be constructed thereon.

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

1.19. "Members" shall mean and refer to any "Persons" (as hereinafter defined) who are entitled to membership in the Association, as provided in Article 3 hereof.

1.20. "Owner" shall mean and refer to a record owner of any percentage of the fee simple interest in a Lot, but excluding those Persons having an interest in a Lot merely as security for the performance of an obligation. If a Lot is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally.

1.21. "Person" shall mean and refer to any of an individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with the legal right to hold title to real property.

1.22. "Plats" shall mean and refer to THE SANCTUARY NO. 1, according to the Plat thereof recorded in Plat Book 73, Page 78, of the Official Records of the County ("Sanctuary Plat No. 1"); and THE SANCTUARY PLAT NO. 2, according to the Plat thereof recorded in Plat Book 73, Page 83, of the Official Records of the County ("Sanctuary Plat No. 2"), as they may be modified from time to time.

1.23. "Residential Property" shall mean and refer to all real property within the Property which is not Common Properties, and which is not otherwise dedicated, restricted, or limited for non-residential use.

1.24. "Rules" shall mean and refer to the Rules and Regulations for Sanctuary PBG Homeowners Association, Inc., attached hereto and incorporated as if fully set forth

herein as Exhibit "G," as such Rules are added to or amended or rescinded by the Board from time to time.

1.25. "Special Assessment" shall mean and refer to a charge against all Owners and their Lots for such matters as set forth in Section 4.5. of this Declaration.

1.26. "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions, and easements which may be recorded for the purpose of supplementing or amending this Declaration.

ARTICLE 2 OWNER'S PROPERTY RIGHTS; EASEMENTS

2.1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which shall be appurtenant to and shall pass with title to every Lot, subject to the following conditions:

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

B. The right of the Association to establish Rules pertaining to the use of the Common Properties, including, but not limited to, the right and obligation of the Association to enforce all parking and other restrictions within the Common Properties.

C. The right of the Association to borrow money for the purpose of improving the Common Properties and in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

D. The right of the Association, in addition to all other remedies available to the Association, to suspend the right of an Owner to use the Common Properties (except as required by law) in accordance with Article 12 of this Declaration.

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

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

G. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Properties, subject, however, to the limitations provided in Section 7.2.1. hereof.

H. The right of the Association to levy Assessments for the purpose of maintaining the Common Properties and all other property for which the Association is responsible in compliance with the provisions of this Declaration and with any restrictions as may encumber the Property as set out on the Plats.

I. The easements and restrictions contained elsewhere in this Declaration and contained on the Plats with respect to all or any portion of the Property.

J. The right of the Association to grant such other easements over the Common Properties as the Association deems appropriate.

2.2. Delegation of Use. Any Owner may delegate such Owner's right of enjoyment to the Common Properties and facilities to the members of the Owner's family. Any Owner may so delegate such rights to the Owner's tenant(s) who reside on the respective Lot, subject to the Rules and other reasonable regulations imposed by the Board.

2.3. Title to the Common Properties. The Association shall hold all right and title of and all interest in the Common Properties for the benefit of those Persons entitled to use same under the provisions hereof.

2.4. Access. The Association and all Owners, including their respective tenants, guests, and invitees, shall have perpetual, non-exclusive easements of ingress and egress over and across any private streets, sidewalks, and access ways constructed on the Common Properties from time to time.

2.5. Utilities. The Property shall be subject to such non-exclusive easements for utilities, including, but not limited to, water, sewer, gas, telephone, electric, and cable television, as may be reasonably required to properly and adequately serve the Property, provided, however, that no such easements shall exist so as to unreasonably interfere with the use of the Property subject to same or so as to cause any encroachments of such easements upon any buildings or other Improvements, wherever said buildings or other Improvements may be located from time to time. In the event water, sewer, gas, electric, and other utility meters serving any buildings or other facilities are in one common location on one Lot, an easement shall exist for the common meters so constructed, and any wires, pipes, or other facilities connecting such meters to the Lots, and for the maintenance and repair of the foregoing and for the reading of such meters. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof. The Association shall have the right to grant additional easements throughout the Property to private utilities and to such other entities as the Association may deem to be in the best interests of the Owners.

2.6. Services. The Common Properties shall be subject to a non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of necessary services, including, but not limited to, fire, police, mail, delivery, health, sanitation, and emergency services, as granted to courier or delivery services, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized to service the Property.

2.7. Lot Line Encroachments/Roof Overhang Easements. Certain dwellings and other Improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, fences, driveways, roof overhangs, or gutters, may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line (as well as that portion of the adjoining Lot or Common Properties subject to such encroachment) between the Lot upon which said dwelling is located and either an adjoining Lot or a portion of the Common Properties. In all such cases, said adjoining Lot or portion of the Common Properties shall be subject to an easement and appurtenant rights, including the right of ingress and egress, storm water runoff and drainage in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment including, but not limited to, storm water runoff from the roofs, roof overhangs, and gutters and drainage for said runoff, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching Improvement, including meter reading. The easement rights granted herein relating to roof overhangs are in addition to the "3' O & M Easements" as shown on the respective Plats. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section 2.8. unreasonably interfere with the use of the Lot subject to same.

2.8. Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property, specifically including, but not limited to, all Lots, as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to the Declaration, including, but not limited to, the functions of the Association contained in Article 7 hereof. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utilities easements and drainage easements contained on the Plats, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association. Although the easements as set forth in this Section 2.8. have been in existence since the recording of the Original Declaration, for clarification purposes, an easement exists in favor of the Association over, under, on, and through all of the Property, specifically including, but not limited to, all Lots, the Common Properties, the Conservation Areas, and the Upland Preserve Areas, for maintenance and repair purposes, in addition to all other purposes as set out herein.

2.9. Surface Water Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system throughout the Property. An easement is hereby created over the Common Properties and over all drainage easements throughout the Property, whether now or hereafter existing, in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time.

2.10. Non-Interference with Easement Rights. No Owner, resident, tenant, guest, invitee or licensee of an Owner, resident, tenant, or guest, shall place, or allow to be placed, any Improvement, material, or obstacle in or over any easement area which would unreasonably interfere with the rights of the owner of the easement. Any such Improvement, material, or obstacle shall be promptly removed by the Owner at the Owner's sole expense when requested by the owner of the easement or the Association notwithstanding any lapse of time since such Improvement, material, or obstacle was placed in or over the easement area. In the event an Owner fails to remove such Improvement, material, or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Lot and collected as an Individual Assessment.

2.11. Grantee. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

2.12. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article 2 shall survive any termination of this Declaration.

ARTICLE 3 ASSOCIATION

3.1. Membership. The qualifications for membership, the manner of admission to the membership, the voting rights of such membership, and the termination of such membership, shall be as set forth in the Articles. Membership meetings and the manner in which Owners exercise their voting rights shall be as set forth in the Bylaws.

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

3.3. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or

otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 5 hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 3.3, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 3.3 may not be amended.

3.4. Annexation of Additional Property. Subject to the consent of the owner thereof, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than seventy-five percent (75%) of the Members. Annexation shall be accomplished by filing of record in the Official Records of the County a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

ARTICLE 4 COVENANT FOR ASSESSMENTS

4.1. Obligation for Assessments. Each Owner of any Lot, by acceptance of record title therefor, whether or not it shall be so expressed in such title instrument, is deemed to covenant and agree, to pay to the Association all Assessments, including, without limitation, Common Assessments, Individual Assessments, and Special Assessments, and to agree that all Owners of each Lot are jointly and severally liable for their portion of Assessments. Each Assessment, together with interest charges, late fees, and costs of collection thereof, including, without limitation, Legal Fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting Institutional Mortgages, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Owner and the successors-in-title to such Owner. All Assessments are to be imposed and collected as hereinafter provided.

4.2. Establishment of Lien. All Assessments, together with interest charges, late fees, and costs of collection thereof, including, without limitation, Legal Fees, shall be a charge on each Lot against which Assessments are made and shall be a continuing lien thereon which shall relate back to and be effective from the date of the recording of the Original Declaration.

4.3. Common Assessments. The Board shall adopt an annual budget based upon the estimated Common Expenses it expects to incur during the next fiscal year, in accordance with the Bylaws, and shall assess its Members sufficient monies to meet the budget. The annual Common Assessment for each Lot shall equal the amount of the estimated annual budget divided by all Lots. Common Assessments shall be payable in advance on the first day of each month in equal installments, unless otherwise determined by the Board from time to time. In the event an annual budget is not timely adopted by the Board, the amount payable shall continue to be the same as the amount payable for the previous period, until an annual budget is adopted by the Board. Should the Board at any time determine that the Common Assessments made are insufficient to pay the Common Expenses, the Board shall have authority to amend the budget and to levy additional Common Assessments to meet such needs. The Common Assessment shall be levied for the fiscal year, but the amount of any revised Common Assessment to be levied during any period shorter than a full fiscal year shall be in proportion to the number of months (or other appropriate installments) remaining in such fiscal year. The Common Assessments levied by the Association shall be used exclusively to pay Common Expenses. Disbursements shall be made by the Board for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners.

4.4. Individual Assessments. The Board shall have the power and authority to levy and collect Individual Assessments, from time to time, against one or more Lots or one or more Owners to the exclusion of other Lots and Owners for any of the following purposes: (i) the cost of any maintenance, repair, or replacement within the Property arising out of or caused by the act or failure to act of an Owner, resident, tenant, guest, invitee, or licensee and/or the failure of an Owner, resident, tenant, guest, invitee, or licensee to fulfill any obligations contained in this Declaration or the Rules; (ii) any fine imposed by the Board in accordance with this Declaration; (iii) any expense of the Association incurred as a result of any failure of an Owner, resident, tenant, guest, invitee, or licensee to comply with the provisions of this Declaration, the Articles, the Bylaws, or the Rules; (iv) charges for costs and expenses of the Association which are not Common Expenses but which are attributable to a specific Lot or Lots and/or to a specific Owner or Owners, including, without limitation, Legal Fees attributable to a specific Lot or Lots and/or to a specific Owner or Owners; (v) the cost of maintenance, repairs, or replacements of the Lot which the Owner thereof has failed or refused to perform in accordance with this Declaration; (vi) any expense incurred by the Association, which is the obligation of an Owner, to remedy or abate any emergency; (vii) charges for the use of portions of the Common Properties or other Association property; (viii) maintenance services furnished at the expense of an Owner and other services furnished for the benefit of an Owner; and (ix) other fines, expenses, and charges incurred against particular Lots and/or Owners to the exclusion of others as may be contemplated in this Declaration or the Rules, including, without limitation, capital contributions. An Individual Assessment shall be payable pursuant to written notice to the Owner by the Board. Individual Assessments shall be subject to all of the applicable provisions of this Article 4 including, without limitation, late fees, interest charges, lien filing, and foreclosure procedures. All Legal Fees incurred by the Association in regard to all of the provisions of this Section

4.4 along with the levy and enforcement of an Individual Assessment shall be recoverable by the Association as a part of the Individual Assessment.

4.5. Special Assessments. The Board may levy at any time a Special Assessment against all Owners and Lots for the following purposes: (i) of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any Improvement upon the Common Properties, including, without limitation, fixtures and personal property related thereto; (ii) installation or construction of any capital Improvements on any portion of the Common Properties which the Association may from time to time authorize; (iii) defraying any other Common Expenses of the Association not originally budgeted, including, without limitation, any unexpected Common Expenses or any shortfalls in Common Assessments; (iv) the acquisition of property by the Association; (v) any judgment against the Association (or against any director or officer if and to the extent such director or officer is entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment or an agreement by the Association (or such director or officer to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such director or officer) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; (vi) Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution, or settlement thereof or otherwise), except those Legal Fees incurred by the Association in connection with the collection of Assessments or as may be the subject of an Individual Assessment; (vii) all expenses and costs for preventative, protective, or remedial construction, reconstruction, improvements, repairs, or replacements of the Common Properties in the event of any emergency, as determined in the sole discretion of the Board, including, without limitation, in the event of hurricanes, floods, and fires, to protect against potential danger of damage to person or property; and (viii) for any other purpose as set out in this Declaration. A Special Assessment shall be payable pursuant to written notice to each Owner by the Board. Special Assessments shall be subject to all of the applicable provisions of this Article 4 including, without limitation, administrative late fees, interest charges, lien filing, and foreclosure procedures.

4.6. Proportionate Share of Assessment. Common Assessments and Special Assessments provided for in this Article 4 shall be allocated and assessed equally among all Lots. However, shares of Assessment may be different among classes of Lots based upon the level of services or other relevant factors.

4.7. Waiver of Use. No Owner may waive or otherwise be exempt from personal liability for Assessments duly levied by the Association, or cause a release of the Lot owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or perform some function required to be taken or performed by the Association or the Board under this Declaration or for inconvenience or discomfort arising from the making of repairs or

Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

ARTICLE 5
COLLECTION OF ASSESSMENTS

5.1. Effect of Non-Payment of Assessments; Remedies of the Association. In the event any installment of a Common Assessment, Individual Assessment, or Special Assessment is not paid within ten (10) days after the same comes due, then the Board shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

5.1.1. Charge interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or any greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made.

5.1.2. Charge a late fee equal in an amount not to exceed the greater of (i) Twenty-Five Dollars (\$25.00), (ii) five percent (5%) of the amount of each delinquent installment, or (iii) such other greater amount as may be provided by Chapter 720, Florida Statutes, as amended from time to time.

5.1.3. Mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Assessments to be immediately due and payable upon written notice of such election by the Association.

5.1.4. Impose a use rights suspension and/or voting right suspension if such Owner is delinquent in payment of any monetary obligation for more than ninety (90) days, as further set out in Article 12 of this Declaration.

5.1.5. Collect any monetary obligation due to the Association from the rents paid by any tenant occupying the Lot if the Owner has leased the Lot in accordance with section 720.3085, Florida Statutes, as amended from time to time

5.1.6. Record a claim of lien in the Official Records of the County against the Lot and file an action to foreclose its lien at any time after the effective date thereof in the name of the Association and in like manner as a foreclosure of a mortgage on real property.

5.1.7. File an action at law against the Owner personally obligated to pay Assessments for the collection of said Assessments, interest charges, late fees, and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

5.2. Application of Payments. Any payment received by the Association from an Owner shall be applied first to any interest accrued on the delinquent installment(s); then to any late fees; then to any costs of collection, including, without limitation, Legal Fees; and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any purported accord and satisfaction or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

5.3. Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage, which is arms-length, made in good faith and not intended to avoid said lien, and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any Lot shall not affect the Assessment lien.

5.3.1. Institutional Mortgages Recorded Prior to this Declaration. However, the sale or transfer of any Lot pursuant to foreclosure of an Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a claim of lien) shall extinguish the Assessment lien as to installments and other sums which became due prior to such sale or transfer. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees; provided, however, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

5.3.2. First Mortgages Recorded After this Declaration. Any first mortgagee, or its successor or assignee, who acquires title to a Lot as the result of a foreclosure, or by a deed in lieu of foreclosure, in which the Association was initially joined as a defendant, shall be liable for any past due Assessments or any other unpaid sums due and payable that are attributed to the Lot in such amounts as provided for in section 720.3085, Florida Statutes, as amended from time to time. Notwithstanding the foregoing, any third party who acquires title to a Lot as a result of a first mortgagee's foreclosure of its first mortgage upon such Lot, or by deed in lieu of foreclosure, shall be jointly and severally liable with the previous Owner for all Assessments, fees, costs, expenses, and other monetary obligations due and owing to the Association that have accrued against the subject Lot prior to such third party acquiring title to such Lot. For purposes of additional clarification, the term "or its successor and assignee" as used in this Section 5.3.2. strictly refers to any person or entity who lawfully acquires the first mortgage from

the Owner's first mortgagee; therefore, a third party who acquires title as a result of the first mortgagee's foreclosure, or by deed in lieu of foreclosure, shall not be considered a successor or assignee of the first mortgagee. A first mortgagee in possession, a receiver, a purchaser at a foreclosure, and all persons claiming by, through, or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or conveyance in lieu of foreclosure.

5.3.3. Unpaid Assessment. Any unpaid assessment which constitutes a lien against any Lot, but which is subordinate to Institutional Mortgages as set out in Section 5.3.1. or first mortgages as set out in Section 5.3.2. shall be deemed to be an Assessment divided equally among and payable by all Owners whose Lots are subject to Assessment by the Association, and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or deed in lieu of foreclosure) took place.

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

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

ARTICLE 6 RIGHTS OF INSTITUTIONAL MORTGAGEES

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

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

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

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

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

6.2. Financial Statement. Any Institutional Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year, pursuant to the Bylaws, subject to a reasonable fee for actual costs and expenses for providing same.

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

6.4. Amendments. Notice shall be given to all Institutional Mortgagees who have registered their names with the Association in writing at least forty-five (45) days prior to the date of a membership meeting at which a proposed amendment is to be considered. Any Institutional Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed material amendment to this Declaration, the Articles, or Bylaws, or prior to the effective date of any termination of an agreement with the Management Company.

6.5. Information. The Association shall make available for inspection to Institutional Mortgagees, upon request, during normal business hours, current copies of this Declaration, the Articles, the Bylaws, or the Rules, together with the books, records, and financial statements of the Association, subject to a reasonable fee for actual costs and expenses for providing same.

ARTICLE 7
MAINTENANCE AND REPAIR OBLIGATIONS

7.1. Maintenance Obligations of Owners. Except for the duty of the Association to provide for maintenance and other services as enunciated in Section 7.2. of this Declaration, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair, replace, and restore the Lot, including all Improvements located thereon in a neat, sanitary, and attractive condition, as may be subject to the Owner's respective control in accordance with the terms of this Declaration; and to maintain and care for those portions of Common Properties described as (i) any and all landscaped areas (the swales) located within Tract "A" of the respective Plats lying adjacent to and between the boundary line of such Lot and the roadway located within said Tract "A", which have been specifically excluded from the maintenance obligation of the Association pursuant to Section 7.2.1.(B) hereof; and (ii) any and all landscaped areas located within Tract "L" (including the Lake Maintenance Easements contained therein) as shown on the Sanctuary Plat No. 2, lying adjacent to and between the boundary line of such Lot to the edge of the water as located from time to time, within said Tract "L", which have been specifically excluded from the maintenance obligations of the Association pursuant to Section 7.2.1.(B) hereof; provided, however, upon completion of the 2018/2019 lake bank restoration project conducted by the Association in accordance with its obligations to maintain the entire surface water management and drainage system within the Property, the maintenance, repair, replacement, and restoration of the above-described landscaped areas of Tract "L" shall be the responsibility of the Association as a Common Expense. In the event that any portion of such Lot and/or any portion of Common Properties (i) falls into disrepair, (ii) is not properly maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or (iii) otherwise violates any of the obligations stated in this Declaration, then the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, to correct such condition and to enter upon such Lot to make such repairs or to perform such maintenance as is required in the Association's reasonable discretion; provided, however, the Association shall have the right of immediate entry with respect to those portions of the Lot lying outside of the house or other enclosed structures in the event of an emergency. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective Lot.

7.2. Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, as more fully set forth below. No owner shall do anything which impairs or interferes with the performance of the Association's obligations as set forth herein and each Owner, resident, and tenant has the affirmative duty to cooperate with the Association and to permit all of the work required pursuant to this Declaration to be performed by the Association, its agents, employees, or contractors. All of the maintenance obligations of the Association shall be discharged when and in such manner as the Board shall determine, in its sole judgment, to be appropriate.

7.2.1. Required Services. The Association shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

A. All painting, maintenance, repair, reconstruction, and replacement of the Common Properties and all Improvements thereon, as and when deemed necessary by the Board, including, without limitation, painting.

B. Maintenance, care, and periodic replacement of all landscaped areas within the Common Properties, including, without limitation, Conservation Areas, Upland Preserve Areas and Preserve Buffers, (excluding the swales within Tract "A" as shown on both Plats and excluding those portions of Tract "L" and the Lake Maintenance Easements contained therein, as shown on the Sanctuary Plat No. 2, lying adjacent and contiguous to Lot(s), all of which are the maintenance responsibility of the Owner(s) pursuant to and more particularly described in Section 7.1. hereof; provided, however, upon completion of the 2018/2019 lake bank restoration project conducted by the Association in accordance with its obligations to maintain the entire surface water management and drainage system within the Property, the maintenance, repair, replacement, and restoration of the above-described portions of Tract "L" shall be the responsibility of the Association as a Common Expense) and maintenance of irrigation equipment wherever placed within the Common Properties to the extent irrigation facilities have been installed by Declarant. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties will be irrigated. Furthermore, the Association shall perpetually maintain all landscaping and irrigation contained within that portion of the right-of-way for Flamingo Road beginning at the westerly right-of-way line of Prosperity Farms Road and running West to a line which is southerly projection of the Western boundary of the Sanctuary Plat No. 1.

C. Maintenance, repair, and replacement of any and all streets, roads, driveways, sidewalks, paths, and entry features, including, but not limited to, entry walls, entry gates, signage, monuments, and all similar improvements, and of road and Lot drainage, including, without limitation, curbs, gutters, storm sewers, and swales not adjacent to Lots, throughout the Common Properties which have not been dedicated to the public or any governmental body.

D. Maintenance of commonly metered utilities and maintenance, repair, and replacement of any and all utility facilities and buildings or other structures situated on the Common Properties, except if such facilities are to be maintained by either private or public utility companies or some governmental agency.

E. Maintenance, repair, and replacement of mailboxes at such times and in such manner as the Board determines to be appropriate with the color and style to be determined by the Board. In the event that any mailbox is located on an Owner's lot (as opposed to being located in a swale area that is part of an Association-owned road right of way), the Association is granted an easement only the subject Lot, to

the extent reasonably necessary, for the purpose of replacing, repairing and maintaining the mailboxes and poles. The Association also has the authority to direct an Owner, at the Owner's expense, to remove any items, including, but not limited to, landscaping, which may interfere with the replacement and maintenance of the poles and mail boxes. If, for any reason, the Owner does not timely remove such impediment, the Association shall have the right to do so and charge the Owner for such costs, if not timely paid by the Owner, the cost shall be deemed an Individual Assessment and collectible in the same manner as an Assessment.

F. Maintenance of the entire surface water management and drainage system within the Property including any portion thereof owned but not maintained by the South Florida Water Management District ("SFWMD"). Notwithstanding the foregoing, the Association will have the right but not the obligation, to maintain any Property which is owned and/or maintained by SFWMD or any other controlling governmental authority subject to the requirements of the South Florida Water Management District.

G. PURSUANT TO THE REQUIREMENTS OF THE SFWMD, AND U.S. ARMY CORPS OF ENGINEER ("CORPS"), THE CONSERVATION AREAS, (AS DESCRIBED IN EXHIBIT "B-1" TO THIS DECLARATION) ARE HEREBY DEDICATED TO THE ASSOCIATION AS COMMON PROPERTY AND SHALL BE THE PERPETUAL MONITORING AND MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION WHICH SHALL MAINTAIN SAME IN ACCORDANCE WITH THE REQUIREMENTS OF SFWMD AND/OR CORPS FROM TIME TO TIME, INCLUDING BUT NOT LIMITED TO: (1) THE REQUIREMENTS AND RESTRICTIONS CONTAINED IN THE SFWMD PERMIT NO. 50-03293-S ("SFWMD PERMIT") AND THE ASSOCIATION RESPONSIBILITIES CONTAINED WITHIN THE SFWMD PERMIT ARE ATTACHED HERETO AS EXHIBIT "E". (2) THE REQUIREMENTS AND RESTRICTIONS CONTAINED IN THE CORPS PERMIT NO. 199300688 ("CORPS PERMIT") TOGETHER WITH THE MONITORING PLAN CONTAINED THEREIN (A BRIEF SUMMARY OF SOME OF THE ASSOCIATION RESPONSIBILITIES CONTAINED WITHIN THE FOREGOING DOCUMENT IS ATTACHED HERETO AS EXHIBIT "F"). THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MONITORING PLANS CONTAINED IN THE CORPS PERMIT AND THE SFWMD PERMIT, INCLUDING RETAINING ALL NECESSARY CONSULTANTS AND ALL COSTS OF SAID MONITORING PLANS (INCLUDING REPLACEMENT OF PLANTS). THE CONSERVATION AREAS MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS PRESCRIBED BY SFWMD AND/OR THE CORPS. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTING OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES INCLUDING TRASH OR OTHER DEBRIS; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION WHICH MAY BE REMOVED; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION EROSION CONTROL AND/OR WILDLIFE, HABITAT CONSERVATION OR PRESERVATION, ALL AS PRESCRIBED BY SFWMD AND/OR THE CORPS FROM

TIME TO TIME. THE INCORPORATION WITHIN THIS DECLARATION OF EXHIBITS “E” AND “F” REFERRED TO ABOVE SHALL NOT BE DEEMED TO CREATE ANY ADDITIONAL OBLIGATIONS UPON THE ASSOCIATION WHICH ARE NOT ALREADY REQUIRED PURSUANT TO SAID EXHIBIT “E” AND “F” AND SHALL NOT BE DEEMED TO EXPAND, EXTEND, OR PERPETUATE ALL OR ANY OF THE ASSOCIATION’S OBLIGATIONS AS STATED THEREIN. THE ASSOCIATION SHALL HAVE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF ALL PERMANENT MARKERS/SIGNS WITHIN THE CONSERVATION AREAS NEAR THE EDGE CLOSEST TO LOTS THAT ARE REQUIRED BY SFWMD TO INFORM OWNERS OF THE CONSERVATION STATUS OF THE PROTECTED AREAS, INCLUDING THE RESPONSIBILITY TO MAINTAIN, REPAIR, AND REPLACE SAID MARKERS/SIGNS.

H. PURSUANT TO THE REQUIREMENTS OF THE CITY, THE FLORIDA GAME AND FRESH WATER FISH COMMISSION (“FGFWFC”), AND ANY OTHER APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY FROM TIME TO TIME, THE UPLAND PRESERVE AREAS (AS DESCRIBED IN EXHIBIT “B-2” TO THIS DECLARATION) ARE HEREBY DEDICATED TO THE ASSOCIATION AS COMMON PROPERTY AND SHALL BE THE PERPETUAL MONITORING AND MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION WHICH SHALL MAINTAIN SAME IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND FGFWFC.

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

- Property;
- A. Lighting of roads, sidewalks, walks, and paths throughout the
 - B. Fire protection and prevention;
 - C. Garbage and trash collection and disposal;
 - D. Conducting recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests, and invitees;
 - E. Monitoring services, including, but not limited to, the employment of stationary or patrolling guards within the Property and operation of a guardhouse;
 - F. Maintenance of electronic and other surveillance devices, including entry gates;
 - G. Installation, operation, and maintenance of cable television facilities, or other communication systems throughout the Property;

H. Such other services as are authorized in the Articles or the Bylaws;

I. Cleanup, landscaping, maintenance, dredging, water treatment, or other care of canals, roads or other property (public or private) adjacent to the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;

J. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the community.

7.2.3. Association Maintenance Fees and Costs. All fees, costs, and expenses incurred by the Association in maintaining, repairing, and replacing the Common Properties as set out above shall be a Common Expense paid for by the Association through Assessments imposed in accordance with Article 4 hereof. Such Assessments shall be against all Lots; provided, however, that the fees, costs, and expenses incurred by the Association for any maintenance, repair, or replacement of the Common Properties or any other property for which the Association is responsible caused by the negligent or intentional conduct of an Owner, resident, tenant, guest, invitee, or licensee or caused by the failure of an Owner, resident, tenant, guest, invitee, or licensee to comply with this Declaration and/or the Rules shall be levied as an Individual Assessment against such Owner, collectible in the same fashion as any other Assessment as provided for in this Declaration. In addition, the Association shall have the right to charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner.

7.2.4. Common Properties Alterations and Improvements. No Owner shall improve, change, modify, or otherwise alter the Common Properties, unless otherwise specifically provided herein. The Association, by action of the Board, may make capital Improvements to the Common Properties without the approval of the Owners if the costs of such capital improvement do not result in a Special Assessment therefore in excess of One Thousand Five Hundred Dollars (\$1,500.00) per Lot. In the event the costs of such capital Improvement result in a Special Assessment therefore in excess of One Thousand Five Hundred Dollars (\$1,500.00) per Lot, such capital Improvement shall only be conducted with the approval of a majority of the Owners present, in person or by proxy, at a meeting of the Members at which a quorum is obtained. A capital Improvement project shall not be separated into multiple years or divided into smaller portions to circumvent the requirement to obtain the Owners' approval for capital Improvements to the Common Properties in accordance with this Section 7.2.4.

ARTICLE 8
USE RESTRICTIONS

In addition to all other covenants, conditions, restriction, rules, and regulations governing the Property, the Property shall be held, used, and enjoyed subject to all of the terms, limitations, and restrictions of this Declaration, including, without limitation, the following use restrictions, the Rules, and the “Guidelines” (as hereinafter defined):

8.1. Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed within any portion of the Property which are visible from anywhere outside of a Lot, except as may be required by law. Clothes drying areas will only be permitted in locations approved by the Association and must be protected from view by vegetative screening, fencing, or other camouflage material approved by the Association.

8.2. Trash. No trash or garbage container, debris, or other waste material shall be placed on front patios. The Board shall have the right to prescribe a “standard” trash or garbage container to be used by each Owner. To provide a healthy environment and in order to eliminate odors and vermin, all trash and garbage must be placed in plastic bags in the prescribed garbage container and all trash and garbage containers must be kept in a clean condition. No odor shall be permitted to arise from garbage or trash containers so as to render the Property or any portion thereof unsanitary, offensive, detrimental, or a nuisance to Owners, tenants, residents, or guests. All trash and garbage containers and contents thereof shall be stored in an area not visible from the streets or adjoining Lots other than at times of scheduled trash removal. Trash and garbage containers shall be deposited ONLY in the areas and on the days and times designated by the Board. The Property shall be kept free and clear of rubbish, debris, and other unsightly material.

8.3. Vehicles and Parking. Except as provided below, no commercial truck, commercial van, or other commercial vehicle or bus, recreational vehicle, boat, watercraft, mobile home, motor home, camper, trailer, or oversized vehicle which cannot fit within an enclosed garage (collectively, “Prohibited Vehicles”) may be kept overnight on the Property, unless totally enclosed in a garage and not visible from the outside. Commercial vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods; or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise; or (iii) containing tool racks, saddle racks, or other elements of a commercial nature; or (iv) having state registration designating the type of vehicle as anything other than “automobile”. No overnight parking on the streets is permitted. Overnight is considered to be between the hours of 1:00 a.m. to 6:00 a.m. All other street parking must be in such a manner as to not obstruct the roadway or driveway of any Lot. No parking encroaching on or upon sidewalks or swale areas is permitted. No vehicles shall be repaired within the Property, except on an emergency basis. No vehicle shall be left within the Property for more than forty-eight (48) hours if not capable of self-propulsion. All vehicles, including, without limitation, motorcycles and mopeds, shall be equipped with effective sound muffling devices. No Owner, resident, tenant, or guest shall

keep any vehicle within the Property which is deemed to be a nuisance by the Board. All vehicles parked within the Property must be in good condition and have a valid license plate and current registration. Determinations as to acceptable vehicles shall be made in the sole discretion of the Board. Only vehicles which are legally operable on the roads of the state ("street legal") are permitted on the Association's roads. The Association may, but shall not be obligated to, designate certain portions of the Common Properties, which may be relocated from time to time, for the parking of Prohibited Vehicles. Any such area designated pursuant to this Section 8.3., in the sole and absolute discretion of the Board, may be terminated for such use without cause. The Board shall have the authority to adopt Rules concerning the use of any Prohibited Vehicle parking/storage area, including, without limitation, reasonable charges therefor. The Board shall have the right to authorize the towing away of any vehicle, including, without limitation, any Prohibited Vehicle, in violation of this Section 8.3. or the Rules with the costs and fees thereof, including, without limitation, Legal Fees, to be borne by the vehicle owner or violator, which shall also be chargeable against the Lot to which the towed vehicle is associated and collectable as an Individual Assessment. Prior to towing any vehicle in violation of this Section 8.3. or the Rules, the Board may, without obligation, make a reasonable attempt to provide the violator with notice of such violation and provide an opportunity to correct such violation.

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

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

8.6. Nuisances. No Owner, resident, tenant, or guest shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant odors, (iv) any other nuisance or annoyance, or (v) any use, activity, or practice which is, in the sole opinion of the Board, an interference with the peaceful possession, comfort, conveniences, or proper use of the Property by other Owners, residents, tenants, or guests. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board. No improper, offensive, hazardous, or unlawful use shall be made of any Lot or Unit. All laws, zoning ordinances, and regulations of all controlling governmental authorities shall be complied with at all times by all Owners, residents, tenants, guests, invitees, and licensees. Violations of laws, ordinances, orders, rules, regulations, codes, or other requirements of

any governmental agency having jurisdiction thereover relating to any Lot shall be corrected by, and at the sole expense of, the Owner of said Lot.

8.7. Antennas. Except as otherwise deemed permissible by Federal and/or State law, no antenna, aerial, satellite dish or other apparatus for the transmission of television, radio or other signals of any kind may be permitted on a Lot which interferes with the television or radio reception of another Lot and shall not be installed or maintained upon any portion of a Lot without the prior written consent of the Association. Subject to the Federal Telecommunications Act of 1996, as amended from time to time, satellite dishes permitted by the Association shall be no greater than one (1) meter in diameter. To the extent that same may be accomplished without impairing reception of an acceptable quality signal, unreasonably preventing or delaying installation, maintenance, or use of a satellite dish, or unreasonably increasing the cost of installing, maintain, or using a satellite dish, the satellite dish shall be placed in a location which minimizes its visibility from the Common Properties and other Lots.

8.8. Signs. No sign, advertisement, notice or other lettering (except street numbers in front of Lots or names and addresses on mail boxes) shall be hung, exhibited, displayed, inscribed, painted, or affixed by an Owner, resident, tenant, or guest, or invitee or licensee of an Owner, resident, tenant, or guest, in, on, or upon any part of the Property, including, without limitation, on any exterior walls, doors, patios, windows (either from within or on the exterior), or roofs, without the prior written consent of the Association. The Board shall have the right to prohibit any signs offering property for sale or rent, or limit the size of such sign.

8.9. Holiday Decorations. The hanging, erection, display, or installation of holiday decorations and lighting shall not require the prior written approval of the Association. Holiday decorations and holiday may only be hung, erected, displayed, or installed not more than three (3) weeks prior to the holiday and must be removed within three (3) weeks of the passing of the holiday.

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

8.11. Fences. Fences, other than any provided by Declarant, shall not be erected, removed, or maintained upon the Residential Property, except as approved by the Association in writing. All fences, if permitted, must be kept in good repair, and removal of damaged portions thereof. If fences are permitted, the Association may, in its discretion, require a parallel shrubbery to camouflage the presence of such fence.

8.12. Pets and Animals. Only common household pets belonging to Owners, residents, or tenants which have been approved by the Board in writing will be allowed within the Property. Common household pets shall include domesticated dogs, domesticated cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium

fish, small turtles, tortoises, domesticated rabbits, rats, mice, and creatures normally maintained in a terrarium or aquarium. All other animals, including, without limitation, livestock, poultry, horses, large reptiles, arthropods, felines other than domesticated cats, canines other than domesticated dogs, rodents, birds and other creatures other than those considered common household pets or not maintained in a terrarium or aquarium, are prohibited within the Residential Property. The number of permitted common household pets, except caged birds or those in a terrarium or aquarium, shall not exceed three (3) per Lot. All pets must be properly vaccinated and licensed, and proof of same may be requested by the Association. Except when upon a Lot and within a secure and enclosed area, no pet shall be permitted outside a dwelling unit except on a leash and at all times under the control of its owner. No pet may be kept for the purpose of breeding or for any commercial purposes whatsoever. No pet shall be allowed to constitute, in the Board's sole discretion, a nuisance. The Board shall have the right, without obligation, to order the removal of any animal which is in violation of this Section 8.12. or the Rules. Pet owners are responsible for the cost of repair or replacement of any Common Properties, property of the Association, and all other property maintained by the Association that is damaged by their pet. In the event such damage is not promptly repaired or replaced after written demand is provided to the pet owner, the Association may conduct such repair or replacement, the costs of which shall be assessable against the associated Lot as an Individual Assessment. Each pet owner agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such pet owner having any pet on the Property.

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

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

8.15. Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitation of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used in this Section 8.15. shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and

for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

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

8.17. Lake. In addition to all applicable restrictions, laws, and ordinances imposed by applicable governmental or quasi-governmental authorities from time to time, there shall be no swimming, boating, or dumping of any materials whatsoever (whether organic or otherwise) within the lake located within Tract "L" of the Sanctuary Plat No. 2. The Board shall have the right to promulgate Rules, from time to time, further restricting the use of the lake as the Board deems necessary or desirable in its sole discretion.

8.18. Leases.

8.18.1. Lease Restrictions. Each Lot may be leased only two (2) times per year, starting with the beginning date of the prior lease. Each lease shall be for a term of not less than six (6) months and not more than one (1) year. No lease shall automatically renew or extend the initial term thereof. In the event a lease agreement contains such automatic renewal or extension language, such language in any lease agreement entered into after the effective date of this Declaration shall be deemed null and void and be of no force or effect whatsoever. No Lot shall be subleased. No room(s) or other portion of a Lot shall be separately leased. No Owner may list the Owner's Lot on, or rent their Lot through, any website (e.g., and without limitation, AirBnB, VRBO, or HomeAway), print, or online publication advertising the Owner's Lot for short term, "hotel-like" rental. Occupancy within a leased Lot shall only be by the tenant(s) and those individuals listed as occupants in the lease agreement.

No Owner may lease a Lot if such Owner is delinquent in the payment of any monetary obligation to the Association. In the event an Owner whose Lot is leased is delinquent in the payment of any monetary obligation to the Association, the Association may, without limitation of other lawful remedies, make written demand to such Owner and such Owner's tenant(s) for payment of rent to be remitted to the Association in accordance with the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

No Owner may lease a Lot where such Owner is, at the time the Owner desires to lease a Lot, in violation of the covenants, terms, conditions, and restrictions of this Declaration, the Articles, the Bylaws, or the Rules. Every lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of this Declaration, the Articles, the Bylaws, and the

Rules. All tenants aged eighteen (18) years and over are required to sign acknowledgement that they have received a copy of this Declaration and the Rules and that they are bound by such documents and must at all times to stay in compliance therewith. The Association shall have the right, but not the obligation, to terminate such lease agreement upon any violation thereof by the tenant(s), to evict/eject the tenant(s) and occupant(s), and to exercise all such other legal remedies as may be available to the Association on behalf of the Owner. In the event a lease agreement does not contain such termination and ejectment language, all lease agreements entered into after the effective date of this Declaration shall be deemed to include such language as if specifically set forth therein. Additionally, all Legal Fees associated with such eviction/ejectment and/or action for other legal remedies as may be available to the Association shall be assessable against the Lot as an Individual Assessment and collectible by the Association in any lawful manner including, but not limited to, a manner similar to any other Assessment.

When a Lot is leased, the tenant shall have all use rights in the Common Properties otherwise readily available for use generally by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes, as amended from time to time. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of the Common Properties otherwise readily available for use generally by Owners.

The Owner shall be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Properties resulting from acts or omissions of tenant(s) and all other occupant(s) of the leased Lot (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant(s) and all other occupant(s) of the leased Lot, and Individual Assessments may be levied against the Lot therefor.

8.18.2. Lease Approval. The lease of a Lot shall be subject to the prior written approval of the Association. Any lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association, in its sole and absolute discretion. The Association shall have the right, without limitation of other lawful remedy, to nullify the transaction and to evict/eject the unapproved tenant(s) and occupant(s) to enforce these provisions. All Legal Fees associated with such action(s) shall be assessable against the Lot as an Individual Assessment and collectible by the Association in any lawful manner including, but not limited to, a manner similar to any other Assessment.

8.18.3. Notice of Intent. An Owner intending to lease a Lot shall give to the Association notice in writing of such intention at least thirty (30) days prior to the date of such lease. Such notice of intent to lease a Lot shall include the following: (i) the name(s) and current address(es) of the proposed tenant(s) and occupant(s); (ii) a copy of the proposed lease agreement, which includes all the terms thereof; (iii) an application

fee as determined by the Board from time to time to be used for the purposes of the lease application, including, but not limited to, background checks and credit checks; and (iv) such other information as the Association may reasonably require, including, without limitation, social security and driver's license numbers for identity verification and background check and credit check purposes. The Board may promulgate a lease application package from time to time.

8.18.4. Personal Interview. The Board, in its sole discretion, may personally interview any intended tenant(s) and occupant(s) at a date, time, and place agreeable by the Board and such intended tenant(s) and occupant(s) or may personally interview any intended tenant(s) and occupant(s) via telephone, videophone, or other real-time communication method.

8.18.5. Security Deposit. The Association shall have the right to require a security deposit as a condition for approving a lease. Such security deposit shall be a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Properties resulting from acts or omissions of tenant(s) or occupant(s) (as determined in the sole discretion of the Board). Payment of interest, claims against the security deposit, refunds and disputes regarding the disposition of the security deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes, as amended from time to time.

8.18.6. Notice of Approval or Disapproval. Within thirty (30) days of receipt of an Owner's properly completed lease application and fee payment, the Association must either approve or disapprove the proposed lease in writing to the Owner and the applicant(s). If the Association does not take action or disapprove the lease application within thirty (30) days, the lease application shall be deemed approved.

8.18.7. Grounds for Disapproval. Intended tenant(s) or occupant(s) found to have any of the following may be denied:

A. a record of financial irresponsibility, including by way of example and not limitation, a prior or current bankruptcy, foreclosure, or bad debt, or the intended tenant(s) or occupant(s) do not appear to have adequate financial resources available to meet their obligations to the Association;

B. a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty;

C. a history of being a "bad tenant", including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association or of the Association;

D. a false statement, false information, or false document provided in, with, or for the purposes of the application for lease;

E. failure to comply with the request of the Board for a personal interview

8.18.8. Guests. Guests shall be those individuals who are not Owners or tenants and occupy a Lot for a period of less than thirty (30) days cumulatively in a calendar year. Guests residing in a Lot for a period greater than thirty (30) days cumulatively in a calendar year shall be deemed holdover occupants of said Lot and therefore, prior to the expiration of such initial thirty (30) cumulative day period when such person was considered a guest, must meet the requirements of this Section 8.18. Any holdover occupants failing to meet such requirements shall be deemed, without limitation, trespassing and must immediately vacate the premises.

8.19. Sales and Other Transfers. Within five (5) days of any sale or other transfer of a Lot, the Owner shall provide the Association with a copy of the deed or other title instrument evidencing the Owners ownership in the Lot. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

8.20. Rules and Regulations. The Board may, from time to time, adopt, amend, alter, or rescind additional rules and regulations pertaining to the use and maintenance of the Property, including, without limitation, rules and regulations relating to any of the Common Properties. All rules and regulations shall not be in conflict with this Declaration, the Articles, or the Bylaws.

8.21. Enforcement. In addition to all other remedies available to the Association, in the event of violation of the covenants, terms, conditions, and restrictions of this Declaration and/or the Rules, the Association shall have the right to enter the Lot upon which such violation exists to abate, remove, or otherwise cure the violation, the costs and expenses of which shall be assessable as an Individual Assessment. The Association, its directors, officers, agents, and employees shall not be deemed guilty of any manner of trespass for such entry, abatement, removal, or other cure of such violation.

ARTICLE 9 INSURANCE

9.1. Common Properties. The Association shall keep all buildings, structures, fixtures and other Improvements located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association

may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. Insurance proceeds may be used by the Association for the repair or replacement of the property for which the insurance was carried, at the option of the Board.

9.2. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverages, in such limits as it shall deem desirable, insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, the Board and Management Company, from liability in connection with the Common Properties. All insurance policies shall be reviewed at least annually by the Board and the limits increased or decreased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

9.3. Fidelity Coverage. Fidelity bonds or insurance shall be maintained by the Association for all "persons who control or disburse funds of the Association." The fidelity bonds or insurance must cover the maximum funds that will be in the custody of the Association or its Management Company at any one time. As used in this Section 9.3., the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer. The bonds or insurance shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account. If annually approved by a majority of the Members present at a properly called meeting of the Members, the Association may waive the requirement of obtaining fidelity bonds or insurance for all persons who control or disburse funds of the Association.

9.4. Named Insured. All insurance policies obtained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association, for itself and as trustee of the Members covered by the policy without naming them.

9.5. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Association's directors, officers, and committee members with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

9.6. Premiums. Premiums for all insurance and bonds carried by the Association and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article IX are Common Expenses included in the Common Assessments made by the Association.

9.7. Association's Power to Compromise Claims. The Board is hereby irrevocably appointed agent for each Member for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon payment of claims.

9.8. Shares of Proceeds. The Association shall not be liable for the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of the Association and the Members.

9.9. Owners' Insurance. The Owners shall purchase insurance, including, without limitation, casualty and general liability coverages, on their individual Lots in an amount not less than the maximum insurable replacement value against loss or damage by fire, theft, flood, and hurricane. All other variables of insurance coverage on the Lot may be as each Owner deems appropriate.

ARTICLE 10 RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.1. Repair of Damage to a Lot. If a Lot is damaged by fire, flood, or other casualty, the Owner shall properly and promptly restore the Lot to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Lot, unless otherwise approved by the Association.

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

10.2.1. Sufficient Insurance Proceeds. In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Improvements on Common Properties to be repaired and reconstructed substantially as they previously existed.

10.2.2. Nearly Sufficient Insurance Proceeds. If the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000.00) or less of being sufficient to effect total restoration to the Improvements on the Common Properties, then the Association shall cause such Improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment

against each of the Owners and Lots and no consent of Owners shall be required as otherwise would be the case in the event of a Special Assessment over Twenty-Five Thousand Dollars (\$25,000.00).

10.2.3. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000.00) to effect total restoration to the Improvements on the Common Properties, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (i) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, or (ii) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (iii) to not rebuild and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special meeting of Members. In the event it is decided that the damaged or destroyed Common Properties shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. There shall be no distribution of remaining proceeds until all debris, remains, and residue have been cleared and removed, and the damaged area has been properly landscaped.

10.2.4. Deductibles. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessable as a Special Assessment.

10.2.5. Construction Funds. The proceeds of insurance collected on account of a casualty and the total of Special Assessments (if any) made by the Association in order to provide funds for payment of repair and reconstruction of damaged or destroyed Common Properties shall constitute a construction fund. It shall be presumed that the first monies disbursed in payment of costs of repair and reconstruction shall be from insurance proceeds. In the event any construction funds remain after the completion of all repair and reconstruction of the damaged or destroyed Common Properties, such balance shall be distributed to the Members in proportion to their Assessment shares.

ARTICLE 11 ARCHITECTURAL STANDARDS

11.1. Architectural Control for Exterior Changes. Except as otherwise set forth in this Declaration, no Improvements shall be commenced, erected, placed, installed, painted, planted, or constructed within the Property nor shall any addition, modification, change, or alteration be made to any Improvements unless and until the plans and specifications, showing the nature, kind, shape, height, materials, color, dimensions, and

location of same shall have been submitted to and approved in writing by the Architectural Review Committee (“ARC”).

11.2. Architectural Review Committee. The ARC shall consist of at least three (3), but no more than five (5), Owners appointed by the Board from time to time. The Board may approve and distribute funds to meet the reasonable expenses of ARC. The ARC shall have exclusive jurisdiction over all original construction on any portion of the Property, as well as over all modifications, additions, or alterations made on or to existing Improvements within the Property, subject to each Owner having the right of appealing to the Board any decisions of the ARC. The ARC shall prepare and, on behalf of the Board, shall promulgate design and development guidelines, application and review procedures, and building criteria (the “Guidelines”). The Guidelines, as may be included in the Rules, shall be promulgated on behalf of the Association and shall be binding upon all of its Members. The ARC shall have sole and full authority to prepare and to amend from time to time the Guidelines, and shall make the Guidelines available to Owners, builders, developers and contractors who seek to engage in development of or construction upon all or any portion of the Property, and such Owners, builders, developers and contractors shall conduct their operations strictly in accordance therewith. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARC.

11.3. Application Procedure. The Owner or its agent requesting such approval shall submit to the ARC each of the following: (i) a properly completed request form, as may be promulgated by the ARC from time to time; (ii) plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations; (iii) evidence that the contractor(s) employed by Owner are properly licensed under Florida law; (iv) evidence of insurance having been obtained which reasonably insures the risk undertaken; (v) appropriate permit(s) obtained from the City for the work, as may be required by the City; and (vi) payment of the security deposit, if required by the ARC to be held and disbursed by the Association in accordance with Section 11.4. below. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit as may be required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the ARC and the Association, from any loss, claim, damage, or liability connected with or arising out of the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof). The ARC shall not review any application submitted for approval until all plans and specifications and all other information as may be required by the ARC has been properly submitted. The ARC shall approve or disapprove the request within forty-five (45) days from the receipt of the completed ARB form and all other required information. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

11.4. Security Deposit. Any Owner desiring to commence, erect, place, install, paint, plant, construct, add, modify, change, or alter Improvements may be required by

the ARC, depending upon the improvements being requested and the manner of making such Improvements, to provide to the ARC, at the time of the Owner's submission of plans and specifications for review and approval by the ARC, a security deposit to cover costs of incidental damage caused to the Common Properties or any other property which is the Association's responsibility to maintain by virtue of such Owner's making such Improvements. The ARC shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested and the amount of the security deposit required. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ARC that the improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the ARC; and (ii) the ARC's inspection of such improvements confirming completion; provided, however, should any incidental damage be caused to the Common Properties or any other property which is the Association's responsibility to maintain by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to the Owner until such damages have been repaired to the satisfaction of the ARC. In the event that the Owner has not repaired such damages to the satisfaction of the ARC, the Association shall have the right, without obligation, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ARC and/or the Association of the structural safety, approval, or integrity of any improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any improvement. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, incurred in connection therewith. All amounts incurred or paid by the Association to repair such damages caused by and not repaired by an Owner shall, in addition to the other rights of the Association, be subject to an Individual Assessment levied by the Association against such Owner, which Individual Assessment shall be collectible in the same manner as other Assessments as set forth in this Declaration.

11.5. Improvements Not Requiring Approval. Notwithstanding this Article 11, the following shall not require the approval of the ARC: (i) to repaint an existing Improvement the same color in accordance with an originally approved color scheme; (ii) to rebuild an Improvement destroyed by casualty in accordance with originally approved plans and specifications; (iii) to replace annual flowers in existing flower beds; (iv) to replace front door hardware, provided it is similar in color and design to the original hardware; (v) to replace front entry lights, provided they are similar in design and of better quality than existing; or (vi) to install a portable basketball hoop. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of such Owner's residence, or to paint the interior of such residence any color desired.

11.6. Architectural Guidelines. In accordance with section 720.3035, Florida Statutes, proposed architectural and landscaping plans, Improvements, and such other

similar requests, plans, and specifications submitted by, or on behalf of, an Owner and, to the extent the Association has not adopted and published guidelines and standards, then the standards to be used by the ARC in reviewing any such request shall be in accordance with the location, size, and appearance as existing in the Property. All Improvements constructed on any portion of the Property by any of the Owners shall be designed by and built in accordance with the plans and specifications of a licensed architect and shall be of comparable or better quality materials as used in existing Improvements. All additions, changes, and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules, and regulations. If required by the City, appropriate permit(s) must be obtained from the City and submitted to the ARC for approval prior to any work being performed.

11.7. ARC Review. The ARC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the overall community. The ARC shall take into consideration the aesthetic aspects of the architectural and landscaping designs, the extent of its visual impact on the rest of the community, the placement of buildings, landscaping, color schemes, exterior finishes, and materials and similar features. The ARC shall approve proposals or plans and specifications submitted for its approval only if it considers that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures, topography, and finish grade elevation and is otherwise desirable. The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving any material submitted. The ARC shall not be responsible for reviewing any plan or design from the standpoint as structural safety or conformance with building or other codes.

11.8. No Waiver of Future Approvals. The approval of the ARC of any proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any identical or similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the ARC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

11.9. Variance. The ARC may authorize variances from compliance with any of the provisions of the Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require such variance. Such variances may only be granted, however, when unique circumstances

dictate, and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARC from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. No violation of covenants, conditions, and restrictions with respect to a matter for which the variance was granted shall be deemed to have occurred. The granting of such a variance shall not, however, operate to waive any covenants, conditions, and restrictions for any purpose except as to the particular Lot and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Lot, including, but not limited to, zoning ordinances, easements, set-back lines, or requirements imposed by any governmental or municipal authority.

11.10. Special Remedies for Noncompliance. If any work is performed in violation of this Article XI, the Association shall have, in addition to all other remedies, the right to demand that the Owner stop work, remove and/or alter any alteration, addition, Improvement, or change in a manner which complies with the requirements of the ARC, and the Association may pursue injunctive relief in addition to any other legal or equitable remedy available to the Association in order to accomplish such purposes. If the Owner does not comply within the time period specified by the Association, the Board, at its option, may either remove the noncomplying improvement or otherwise remedy the noncompliance, and the Owner shall reimburse the Association for all expenses incurred in connection with the Association's action, including Legal Fees incurred by the Association in any such enforcement action. If the Owner fails to promptly reimburse the Association such expenses, the Board shall levy an Individual Assessment against the Owner for reimbursement collectible in the same fashion as any other Assessment as provided in this Declaration.

11.11. Non-Liability of ARC Members. Neither the ARC, nor any of its members, shall be liable to any Owner, or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless the loss, damage, or injury is due to the willful misconduct or bad faith of one of its members, in which case only the culpable member shall have liability. The Association shall not be liable for the safety, soundness, workmanship, materials, or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the ARC, an Owner shall be deemed to have and does automatically agree to indemnify, defend, and hold harmless the ARC, the Association, and its officers, directors, partners, affiliates, employees, and representatives, from and against any and all claims, causes of action, losses, damages, liabilities, costs, and expenses, including, without limitation, Legal Fees, arising from, relating to, or in any way connected with the Improvements or alterations for which such request was submitted and/or the security deposit. Furthermore, approval by the ARC of any request does not excuse an Owner from also being required to obtain approvals from all applicable governmental authorities.

ARTICLE 12 ENFORCEMENT

12.1. Enforcement. All Owners, residents, tenants, guests, invitees, and licensees shall be governed by and shall comply with this Declaration, the Articles, the Bylaws, and the Rules. Enforcement of this Declaration, the Articles, the Bylaws, and the Rules shall be by, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The failure of the Association to enforce any of the covenants contained in this Declaration, the Articles, the Bylaws, or the Rules shall not constitute a waiver of such covenant or a waiver of the right to enforce the same thereafter.

12.2. Legal Fees. In the event the Association engages the services of an attorney to seek enforcement of any of the provisions of this Declaration, the Articles, the Bylaws, or the Rules, the Association shall be entitled to reimbursement of its Legal Fees incurred to bring about compliance, regardless of whether litigation is necessary for the enforcement. The prevailing party in any legal proceedings shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party. The Legal Fees incurred by the Association to bring about compliance and/or to obtain a judgment should legal proceedings be necessary shall be levied as an Individual Assessment and collectible in the same fashion as any other Assessment as provided in this Declaration.

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

12.4. Voting Right Suspension. Pursuant to section 720.305, Florida Statutes, as amended from time to time, if an Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board may suspend the voting rights of the Owner for such nonpayment. A voting rights suspension shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Owner of the voting rights suspension by mail or hand delivery. A voting interest which has been suspended may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action pursuant to this Declaration, the Articles, the Bylaws, or the Rules. The voting rights suspension shall end upon full payment of all monetary obligations currently due to the Association.

12.5. Use Rights Suspension for Nonpayment. Pursuant to section 720.305, Florida Statutes, as amended from time to time, if an Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board

may suspend the rights of the Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Properties for such nonpayment. A use rights suspension due to nonpayment shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Owner of the use rights suspension due to nonpayment by mail or hand delivery. The suspension of the rights of an Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Properties shall not apply to that portion of the Common Properties used to provide vehicular and pedestrian access or utility services to such Owner's Lot. A use rights suspension shall be for a period of not more than thirty (30) days for any noncontinuing delinquency, but in the cast of a continuing delinquency, the suspension may be imposed for so long as the delinquency continues.

12.6. Use Rights Suspension and Fines. Pursuant to section 720.305, Florida Statutes, as amended from time to time, the Board may suspend, for a reasonable period of time, the rights of any Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Properties and/or may levy a reasonable fine, which may exceed One Hundred Dollars and No Cents (\$100.00) per violation, against any Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, for any violation of this Declaration, the Articles, the Bylaws, or the Rules. Each day of a continuing violation shall be deemed a separate violation, and the fine shall continue to accrue per day per violation, which may exceed One Thousand Dollars and No Cents (\$1,000.00), until the violation(s) are brought into compliance. The rights of an Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Properties may be suspended and/or a fine may be levied against such Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, by the Board at a properly noticed meeting of the Board. However, the suspension or fine may not be imposed until the individual sought to be suspended or fined has had an opportunity to appear at a hearing before a compliance committee (the "Compliance Committee"), which shall take place not sooner than fourteen (14) days from the date the notice of the hearing is mailed to the violating individual. The Compliance Committee shall consist of at least three (3) Owners appointed by the Board, who are neither officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. Only if the Compliance Committee, by majority vote, approves the proposed suspension and/or fine at such hearing can the suspension and/or fine be imposed. The fine is effective upon mailing or hand delivering written notice to the violating individual of the fine or such earlier date as set out in the written notice which fine shall not commence earlier than the date of the Board's levy of the fine. The fine payment is due five (5) days after the date of the committee meeting at which the fine is approved. If a violation corrected during the period of time that fines are accruing, it shall be the violator's duty to provide written notice the Association of such correction and provide proof that the violation has been corrected in order to stop the accrual of fines. In the event the violator fails to provide written notice and/or proof of correction of the violation, then the fines shall continue to accrue. The use rights suspension is effective upon mailing or hand delivering written notice to the violating individual of the use rights suspension. The suspension of the rights of an Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the

Common Properties shall not apply to that portion of the Common Properties used to provide vehicular and pedestrian access or utility services to such Owner's Lot. A use rights suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the cast of a continuing infraction, the suspension may be imposed for so long as the violation continues.

12.7. Non-Exclusive Remedy. The remedies herein provided for breach of the covenants contained in this Declaration, the Articles, the Bylaws, and the Rules shall be deemed cumulative, and none of such remedies shall be deemed exclusive. All remedies provided at law or in equity shall be deemed incorporated herein so as to permit the employment of all remedies permitted under Florida law.

ARTICLE 13 AMENDMENTS

13.1. Approval. This Declaration may only be amended by the affirmative vote of the Members holding not less than two-thirds (2/3) of the votes of the Association. The approval of the Members may be obtained by taking a vote at a meeting of the Members or by written consent in lieu of a meeting in accordance with section 617.0701(4), Florida Statutes, as amended from time to time.

13.2. Proviso. No amendment shall be permitted which has a material and adverse effect upon rights of an Institutional Mortgagee having an Institutional Mortgage on a Lot prior to the date of recording of this Declaration without the prior written consent of such Institutional Mortgagee.

13.3. Recording. If any proposed amendment to this Declaration is approved by the Members as set forth above, an authorized officer of the Association shall execute an amendment to this Declaration which shall set forth the terms of the amendment, which shall be effective upon its recording. Such amendment shall be recorded in the Official Records of the County.

13.4. Notice of Amendment. Within thirty (30) days after recording an amendment to this Declaration, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Members upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

ARTICLE 14
GENERAL PROVISIONS

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

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

14.3. Term. The term of this Declaration shall be perpetual, unless an instrument approved by seventy-five percent (75%) of the Members and seventy-five percent (75%) of the Institutional Mortgagees has been recorded terminating this Declaration. At such point of termination, no prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof. Upon termination, all Common Properties shall be transferred to a trustee appointed by the Circuit Court for the County, which trustee shall sell the Common Properties free and clear of the provisions hereof upon terms established by the trustee and approved by the Court. The proceeds of such a sale shall first be used for the sale, operation, maintenance, repair and upkeep of the Common Properties, including a trustee's fee approved by the Court, then for the payment of any debts or obligations constituting a lien on the Common Properties. The excess of proceeds, if any, shall be distributed among the Owners equally. Only those easements which state that they shall survive termination hereof shall so survive unless otherwise required under Florida law.

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

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

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

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

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

14.9. No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Properties or any part thereof, nor shall any person acquiring any interest in the Common Properties or any part thereof seek any judicial partition unless the Common Properties have been removed from the provisions of this Declaration. This Section 14.8 shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

14.10. Security Disclaimer. THE ASSOCIATION WILL STRIVE TO MAINTAIN THE PROPERTY AS A SAFE AND SECURE RESIDENTIAL ENVIRONMENT. HOWEVER, THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ANY COMMITTEES ESTABLISHED BY THE ASSOCIATION ARE NOT INSURERS AGAINST LOSS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER THAT THEY ACKNOWLEDGE THAT THE ASSOCIATION HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES TO ANY OWNER, TENANT, GUEST, OR INVITEE, NOR HAS ANY OF SUCH PARTIES RELIED UPON ANY

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN, AS OFFERED OR AGREED TO BY THE ASSOCIATION.

14.11. Notices and Disclaimers as to Water Bodies. NEITHER THE ASSOCIATION NOR ANY OF ITS 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 OR OTHER WATER BODY WITHIN THE PROPERTY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY 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 OR 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 HABITUATE OR ENTER INTO WATER BODIES INCLUDING CONSERVATION AREAS, UPLAND PRESERVE AREAS AND PRESERVE BUFFERS, WITHIN THE PROPERTY 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 AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens was executed at Palm Beach County, Florida this ____ day of _____, 20____.

**Signed, sealed and delivered
in the presence of:**

Print Name: _____

Print Name: _____

ASSOCIATION

**SANCTUARY PBG HOMEOWNERS
ASSOCIATION, INC.**

a Florida not-for-profit corporation

By: _____

Its: _____

Print Name: _____

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

The foregoing Amended and Restated Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Sanctuary PBG Homeowners Association, Inc., who is personally known to me or who produced _____ as identification and who did not take an oath.

My commission expires:

Notary Public
State of Florida at Large

EXHIBIT "A"

THE PROPERTY

See Exhibit "A" to the Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens, recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 8559, Page 325, as amended from time to time.

DRAFT

EXHIBIT "B"

THE COMMON PROPERTIES

See Exhibit "B" to the Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens, recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 8559, Page 325, as amended from time to time.

DRAFT

EXHIBIT "B-1"

THE CONSERVATION AREAS

See Exhibit "B-1" to the Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens, recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 8559, Page 325, as amended from time to time.

DRAFT

EXHIBIT "B-2"

THE UPLAND PRESERVE AREAS

See Exhibit "B-2" to the Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens, recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 8559, Page 325, as amended from time to time.

DRAFT

EXHIBIT "C"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION FOR
SANCTUARY PBG HOMEOWNERS ASSOCIATION, INC.**

EXHIBIT "D"

**AMENDED AND RESTATED
BYLAWS OF
SANCTUARY PBG HOMEOWNERS ASSOCIATION, INC.**

EXHIBIT "E"

ASSOCIATION'S RESPONSIBILITIES CONTAINED WITHIN SFWMD PERMIT

See Exhibit "E" to the Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens, recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 8559, Page 325, as amended from time to time.

DRAFT

EXHIBIT "F"

ASSOCIATION'S RESPONSIBILITIES CONTAINED WITHIN CORPS PERMIT

See Exhibit "F" to the Declaration of Covenants, Restrictions and Easements for the Sanctuary at Palm Beach Gardens, recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 8559, Page 325, as amended from time to time.

DRAFT

EXHIBIT "G"

**RULES AND REGULATIONS FOR
SANCTUARY PBG HOMEOWNERS ASSOCIATION, INC.**