

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.

CONDOMINIUM GOVERNING DOCUMENTS

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Florida Dept of State

State of Florida



Department of State

I certify from the records of this office that PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 13, 2007.

The document number of this corporation is N07000002637.

I further certify that said corporation has paid all fees due this office through December 31, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 307A00017934-031407-N07000002637-1/1, noted below.

Authentication Code: 307A00017934-031407-N07000002637-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of March, 2007



[Signature]

Kurt S. Browning
Secretary of State

2

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
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NORTH BAY VILLAGE, FLORIDA 33141

DECLARATION OF CONDOMINIUM
FOR
PALOMA LAKES CONDOMINIUM NO. 1

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EXHIBITS

1. Legal Description
2. Sketch of Condominium, Plot Plan, Building Plans and Unit Floor Plans with Surveyor's Certificate
3. Articles of Incorporation
4. By-laws With Rules and Regulations
5. Percentage Ownership

**DECLARATION OF CONDOMINIUM
FOR
PALOMA LAKES CONDOMINIUM NO. 1**

Lennar Homes, LLC, a Florida limited liability company ("Developer"), does hereby declare as follows:

1. Introduction and Submission:

1.1. The Land. Developer or ABC Times Three, LLC ("ABC") owns fee simple title to that certain land located in Broward County, Florida, as more particularly described in Exhibit 1-A attached to and made a part of this Declaration (the "Land").

1.2. Submission Statement. Developer and ABC (by their Joinder to this Declaration, attached hereto) hereby submit the real property legally described on Exhibit 1-A (the "Initial Phase" or "Phase I") and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "Act") as it exists on the date of this Declaration, but excluding (i) all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations, technology wires, cables or other equipment reserved by the company installing same (to the extent the ownership of same is reserved to the company in the agreement allowing the installation of same), and (ii) all leased property therein or thereon. The real property described in Exhibit 1-B ("Phase II"), Exhibit 1-C ("Phase III"), Exhibit 1-D ("Phase IV"), Exhibit 1-E ("Phase V") and Exhibit 1-F ("Phase VI") is not being submitted to condominium ownership by this Declaration of Condominium for Paloma Lakes Condominium No. 1, but rather is described in order to comply with the requirements of Section 718.403, Fla. Stat., and may be added pursuant to the provisions of Section 3.7.

1.3. Name. The name by which this condominium is to be identified is Paloma Lakes Condominium No. 1 (the "Condominium").

2. Definitions. The following terms used in this Declaration and the exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"ABC" shall mean ABC Times Three, LLC, a Florida limited liability company, its successors and assigns.

"ACC" shall mean the Architectural Control Committee of the Community Association.

"Act" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

"Articles" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached to this Declaration as Exhibit 3.

"Assessment(s)" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner. The term Assessment shall include a Special Assessment.

"Association" means Paloma Lakes Condominium No. 1 Association, Inc., a Florida not-for-profit corporation, the entity responsible for the operation of the Condominium and its successors and/or assigns.

"Association Property" means that property, real and personal, in which title or ownership is vested in Association for the use and benefit of its members.

"Board" means the Board of Directors from time to time of Association.

"Buildings" means the structures in which the Units are located on the Condominium Property. The Initial Phase of the Condominium shall contain one (1) Building. To the extent the subsequent phases of the Condominium are fully constructed, Phase II through Phase VI are anticipated to contain one (1) Building each.

"By-Laws" means the By-Laws of Association, as they exist and are amended from time to time. A copy of the original Bylaws is attached to this Declaration as Exhibit 4.

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"City" means the City of Coconut Creek, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.

"Common Areas" shall have the meaning ascribed to such term in the Community Declaration.

"Common Elements" has the meaning set forth in Section 3.17 of this Declaration.

"Common Expenses" means all expenses and assessments properly incurred by Association for the Condominium, including, but not limited to, any item designated as a common expense by the Act, this Declaration, or the By-Laws. Without limiting any other provision hereof, Common Expenses may include, at the Board's option, without limitation, any one or more of the following: (a) the costs of on-site managers, secretaries and/or other employees to provide services designated or requested by the Board; (b) the costs of purchasing or leasing computer equipment for Association; (c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained pursuant to a bulk contract, if any (except to the extent such services are provided by the Community Association); (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any (except to the extent such services are provided by the Community Association); (e) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, supplies, etc., including without limitation, leases for trash compacting, recycling and/or laundry equipment, if same is leased by the Association rather than being owned by it; and (f) any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land pursuant to any restriction, covenant, condition, limitation, agreement, reservation and easement now or hereafter recorded in the public records.

"Common Surplus" means the excess of all receipts of Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"Community" shall mean Paloma Lakes Community as it may exist from time to time, which is governed by the Community Declaration.

"Community Association" means Paloma Lakes Community Association, Inc., its successors and assigns.

"Community Declaration" means that certain Declaration of Paloma Lakes Community, recorded or to be recorded in the Public Records of the County, as it may be amended and/or supplemented from time to time.

"Condominium" shall have the meaning set forth in Section 1.3 of this Declaration.

"Condominium Documents" means this Declaration, all of the exhibits to this Declaration, as they may be amended from time to time, and any Rules adopted from time to time by the Board.

"Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to such Unit.

"Condominium Property" means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

"Construction Matters" shall have the meaning set forth in Section 40 of this Declaration.

"County" shall mean Broward County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" or **"Declaration of Condominium"** means this instrument as it is amended and/or supplemented from time to time.

"Defendant" shall have the meaning set forth in Section 40 of this Declaration.

"Developer" means Lennar Homes, LLC, its successors and such of its assigns as to which the rights of Developer under this Declaration are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may also assign only a portion of its rights under this Declaration, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

"Directors" mean the members of the Board of the Association.

"Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes.

"Families" shall have the meaning set forth in Section 17.17 hereof.

"Garage" shall be that part of a Unit comprising an enclosed parking garage as originally constructed by the Developer. Units may have either a one (1) car Garage or a two (2) car Garage.

"Guarantee Expiration Date" shall have the meaning set forth in Section 13.10 hereof.

"HUD" means the United States Department of Housing and Urban Development.

"Improvements" mean all structures and artificial changes to the natural environment on the Condominium Property including, but not limited to, the Buildings.

"Institutional First Mortgage" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Condominium Parcel or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit or Condominium Parcel or by assignment of an existing mortgage, or (iii) any lender advancing funds to Developer and/or ABC secured by an interest in any portion of the Condominium Property.

"Insurance Trustee" shall have the meaning set forth in Section 14.1 hereof.

"Insured Property" shall have the meaning set forth in Section 14.3.1 hereof.

"Land" shall have the meaning set forth in Section 1.1 hereof.

"Limited Common Elements" means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

"Mailboxes" shall have the meaning set forth in Section 3.18.6 of this Declaration.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF ACCESS CONTROL WITHIN THE CONDOMINIUM. DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS, OCCUPANTS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Other Associations" shall mean any other condominium association or homeowners association within the Paloma Lakes Community, if any.

"Other Properties" shall mean any other property within Paloma Lakes except for the Land.

"Paloma Lakes Community" the lands and community thereon as identified and defined in the Community Declaration.

"Rules" means any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

"Special Assessment" means any Assessment levied against Unit Owners other than the Assessment required by the budget adopted annually.

"Telecommunications Provider" shall mean any party contracting with the Community Association to provide Unit Owners with one or more Telecommunications Services. Developer may, but shall not be obligated to, be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Telecommunications Systems**" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium and Other Properties. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"**Telephony Services**" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"**Title Documents**" shall have the meaning given to such term in Section 51 herein.

"**Toll Calls**" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"**Turnover**" shall have the meaning given such term in the By-Laws which is attached to and made a part of the Declaration as **Exhibit 4**. Without limiting the foregoing, Developer shall not be obligated to turnover control of Association prior to the date required by the Act.

"**Unit**" means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.16 of this Declaration.

"**Unit Owner**" or "**Owner**" means the record owner(s) of legal title to a Condominium Parcel.

"**Use Fees**" shall have the meaning set forth in Section 12.8 hereof.

"**Utilities**" shall include, but not be limited to, Telecommunications Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

"**Voting Interest**" shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

Any initially capitalized term used in this Declaration but not defined above shall have the meaning set forth in the Community Declaration.

3. Description of Condominium.

3.1. Location and General Description. The Condominium Property is situated in Broward County, Florida. In the event all six (6) phases of the Condominium are constructed, the Condominium will include six (6) two (2) story Buildings containing, in addition to the Common Elements therein, an aggregate of ninety (90) Units, all of which are more particularly described in this Declaration. Each Unit is identified on **Exhibit 2** by a unique building and unit number. Other improvements included in the Condominium are Common Elements of the Condominium, all underground structures and improvements located on the Condominium Property which are not part of or located within the Buildings, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.2. No Timeshares. No timeshare estates will or may be created with respect to Units in this Condominium.

3.3. Recreation Areas and Facilities. The Condominium does not contain any recreation areas or facilities. Developer may, but is not obligated to, construct recreational facilities.

3.4. Survey and Graphic Description. **Exhibit 2-A** to this Declaration contains a site plan and survey of Phase I of the Condominium Property as well as a graphic description of the improvements, including the Units. **Exhibit 2-A** together with this Declaration, identifies the Common Elements and each Unit in the Condominium and their relative size and location. **Exhibits 2-B** through **Exhibit 2-F** describe other adjoining real property which may be, but is not obligated to be, submitted in future phases with plot plans and floor plans for each of the phases that may be added.

3.5. Reservation of Right to Add Additional Phases and Description of Phases of the Condominium. The Developer may and hereby reserves the right to develop the Condominium in up to six (6) phases, to be designated as Phase I, Phase II, Phase III, Phase IV, Phase V and Phase VI. All land that may become a part of the Condominium is located in Broward County, Florida. There will be no time-share estates created with respect to any of the phases that are or might be developed as part of the Condominium Property

3.6. Initial Phase. Phase I of the Condominium is declared and submitted to condominium ownership pursuant to this Declaration as set forth in Section 1.2 above.

3.7. Additional Phases. Until seven (7) years after the recording of this Declaration, Developer has and hereby reserves the right to amend this Declaration, by recording in the Public Records of County, an amendment or amendments executed solely by Developer submitting to condominium form of ownership, and expanding the Condominium to include any of the additional Phases of the Condominium legally described in Exhibit 1-B, Exhibit 1-C, Exhibit 1-D, Exhibit 1-E and Exhibit 1-F attached hereto. Developer has no obligation to add any phases to the Condominium and may do so at its sole discretion.

3.8. Effect on Condominium Documents. If and when any of the additional phases are submitted to condominium ownership as part of the Condominium, all definitions and provisions of this Declaration, and the Articles, By-Laws and Rules of the Association apply to all Units, Common Elements and Limited Common Elements in such additional phase except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements, which may differ.

3.9. Amendment. An amendment to this Declaration executed by Developer pursuant to this Section 3 is effective at the time of recording of the amendment in the Public Records of County and shall be effective and binding on all Unit Owners and Units within the Condominium. The joinder or consent of Unit Owners or mortgagees is not necessary for such amendment to be effective.

3.10. No Obligation. Developer is not obligated to declare and submit Phase II, Phase III, Phase IV, Phase V and/or Phase VI as part of the Condominium even if Phase I is declared and submitted as part of the Condominium. Developer hereby reserves the right to develop (including as a separate condominium or condominiums or separate non-condominium property) or to sell any, all or a portion of the additional phases in any manner or to any person or entity free of any restriction hereunder, together with an easement of ingress/egress over the phases that have been submitted to the Declaration.

3.11. No Rights. Unit Owners in any declared phase have no rights in any other additional phase or phases, unless and until an amendment pursuant to this Section 3 is recorded in the Public Records of County with respect to any such phase(s). If the Condominium is not expanded to include additional phases within the time period described in Section 3.7, the Unit Owners in the property which has then been submitted hereunder (which at that time would contain all of the Units of the Condominium) are entitled to one hundred percent (100%) ownership of all Common Elements within such property. If and when the Condominium is expanded to include any or all of the additional phases as part of the Condominium, the Unit Owners in all phases then submitted will own the Common Elements within all such phases. The interest of each Unit Owner in the Common Elements and share of Common Expenses for that Unit consists of a fraction, the numerator of which is one (1) and the denominator of which shall be equal to the number of Units actually submitted. The formula for determining the share of ownership of the Common Elements and Common Expenses is illustrated in Exhibit 5. If all Units in all phases are submitted to the Condominium, then such fraction would be 1/90. Each Unit shall have one (1) vote.

3.12. Changes. Developer reserves the right to make non-material changes in the legal description of any of the phases.

3.13. Similar Buildings. Residential buildings and Units which may be added to the Condominium may be substantially different from residential buildings and Units in the initial phase of the Condominium, and from Exhibits to the Declaration of Condominium. The units may vary in design shape and structure within the size limitations set forth herein. Any such change, however, will not vary the Unit Owner's share in the Common Elements, surplus, or expenses as determined pursuant to the Declaration.

3.14. Description of Phase I and Additional Phases. The maximum number of Units to be constructed if all phases are added to the Condominium will be ninety (90). The minimum and maximum number of Units to be constructed in Phase I, the initial phase, is sixteen (16). The minimum and maximum number of Units to be constructed in Phase II, if constructed at all, is sixteen (16). The minimum and maximum number of Units to be constructed in Phase III, if constructed at all, is sixteen (16). The minimum and maximum number of Units to be constructed in Phase IV, if constructed at all, is fourteen (14). The minimum and maximum number of Units to be constructed in Phase V, if constructed at all, is fourteen (14). The minimum and maximum number of Units to be constructed in Phase VI, if constructed at all, is fourteen (14). The Condominium will consist of seven (7) types of Units with different square footages. The "A", "A Alt. 1", "A1" and "A1 Alt. 1" type Units will have three (3) bedrooms and two and a half (2.5) bathrooms, the "B" type Units will have three (3) bedrooms and three (3) bathrooms, the "C1", "C1 Alt. 1", "C2", and "D1" type Units will have two (2) bedrooms and two (2) bathrooms, and the "D2" type Units will have three (3) bedrooms and two (2) bathrooms. The minimum square footage of each Unit shall not be less than 1,188 square feet and the maximum square footage of each Unit shall not be greater than 1,809 square feet.

3.15. Notice. Developer shall notify (by first class mail addressed to each Unit Owner at such Unit Owner's respective Unit or such Unit Owner's last known address) each Unit Owner of Developer's election not to add additional phases, if applicable.

3.16. Units. The Condominium will, to the extent all phases are constructed and submitted to the Condominium, contain a total of ninety (90) Units which are located and individually described in Exhibit 2 hereto. The boundaries of each Unit are as follows:

3.16.1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.16.1.1. Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling slab of the second story for each Unit in the Condominium.

3.16.1.2. Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab of the first floor of each Unit in the Condominium.

3.16.1.3. Interior Divisions. Except as provided in Subsections 3.16.1.1 and 3.16.1.2 above, no part of the floor of the top story of a two (2)-story Unit, ceiling of the bottom story of a two (2)-story Unit, or stairwell adjoining the floors, or structural interior walls shall be considered a boundary of the Unit.

3.16.2. Perimetrical Boundaries. The perimetrical boundaries of the Unit as depicted on Exhibit 2 shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries (and to the extent that the walls are drywall and/or gypsum board, the Unit boundaries shall be deemed to be the area immediately before the drywall and/or gypsum board, so that for all purposes hereunder the drywall and/or gypsum board shall not be deemed part of the Unit and shall be part of the Common Elements).

3.16.3. Apertures. Where there are apertures in any boundary including, but not limited to, windows, doors and/or screens, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials. Notwithstanding anything to the contrary, the structural components of the Building, regardless where located, are expressly excluded from the Units and are instead deemed Common Elements.

3.16.4. Heating/Air-Conditioning Equipment and Water Heater. The heating/air conditioning equipment and the water heater serving a Unit shall form a part of the Unit where such equipment is located. The maintenance of any such equipment shall be the sole responsibility of the Unit being served.

3.16.5. Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air handling compressor equipment (located on the slab adjacent to the Building in which the respective Unit is located) exclusively serving the Unit and all foyer doors, screen doors, screens, windows, glass, and any other materials covering openings, if applicable, in the exterior of the Unit, which serve the Unit exclusively; provided, however, that screening and/or fencing and/or privacy wall, if any, within the boundaries of a Limited Common Element forming part of a balcony/patio/terrace shall be deemed a Limited Common Element and shall not form a part of a Unit.

3.16.6. Garages. The Garages providing access to Units shall form a part of the Unit.

3.16.7. Exceptions. Any piping or other fixtures which are located within one Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.16.8. General. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of a Unit, except that the provisions of Sections 3.16.1 and 3.16.2 above shall control unless specifically depicted and labeled otherwise on such survey.

3.17. Common Elements. The Common Elements include:

3.17.1. The portions of the Condominium Property which are not included within the Units.

3.17.2. Basements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.

3.17.3. An easement of support in every portion of the Unit which contributes to the support of the Building in which such Unit is located.

3.17.4. The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements.

3.17.5. Limited Common Elements; provided, however, Limited Common Elements are not accessible or available for use by all Unit Owners.

3.17.6. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

3.17.7. Meter rooms, electrical rooms, storage rooms (to the extent the same have not been assigned to Unit Owners), and mechanical rooms, if any.

3.17.8. All other parts of the Condominium Property designated as Common Elements in the Declaration or in the Exhibits attached hereto.

3.18. Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto.

3.18.1. Balconies, Courtyards and Terraces. Any courtyard, balcony, and/or terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth below, the Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses.

3.18.2. Entrances and Covered Entries. Any entrance or covered entry (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth below, the Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses.

3.18.3. Driveways. Each driveway which leads to and adjoins a Unit's Garage as shown on Exhibit 2 is not part of the Condominium Property. Such driveways are part of the Common Areas owned and maintained by the Community Association. The Unit Owners have access over and across such driveways pursuant and subject to the provisions of the Community Declaration.

3.18.4. Assigned Storage Spaces for Units. Unit Owners may be entitled to, but not guaranteed, the use of one (1) storage space which Developer may, but is not obligated to, assign to the Unit for consideration. Each storage space shall be identified by the number assigned to such space as set forth in the storage space numbering plan attached as hereto as part of Exhibit 2. Developer shall have the right, but not the obligation, to assign additional storage spaces to particular Units for additional consideration paid by the Unit Owner. All assignments of storage spaces, if any, shall be made by instrument in writing placed in the official records of Association but shall not be recorded in the Public Records of County. Upon such assignment, if any, the storage space so assigned shall be deemed to be a Limited Common Element of the Unit and the Unit Owner's right to use of such storage space shall become an appurtenance to the Unit. After exclusive use of any such storage space is assigned by Developer, it may not be conveyed, assigned or encumbered except as an appurtenance to the Unit to which it is assigned, without the prior written approval of Association. Further, a Unit Owner may give up his exclusive right to use a storage space by written instrument, in a form approved by Association, stating that Unit Owner gives up Unit Owner's exclusive right to use such storage space and that it shall henceforth be a Common Element. The instrument shall not be recorded in the Public Records of County, but rather, shall be placed in the official records of Association. Thereafter, Association, in its sole discretion, may assign, with or without consideration, such storage space to another Unit Owner as a Limited Common Element.

3.18.5. Air Space and Area for Air Handling Compressor Equipment. The right of exclusive use of the air space and area of the land adjacent to each Unit as shown on Exhibit 2 (or located on the slab adjacent to the Building in which the respective Unit is located) occupied by the air handling compressor equipment constituting a part of and serving a Unit shall be a Limited Common Element appurtenant to the Unit.

3.18.6. Mailboxes. Each Unit shall be assigned one (1) mailbox ("Mailbox"). Upon such assignment, the Mailbox so assigned shall be deemed a Limited Common Element of the Unit and the Unit Owner's right to use such Mailbox shall become an appurtenance to the Unit. The exclusive use of any such Mailbox may not be conveyed or assigned to another Unit or Unit Owner.

3.18.7. Fences, Walls, and Yard Areas Within Fences. Fences and walls erected around a yard area as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others portion of a Unit, if any, shall be a Limited Common Element of the Unit. Notwithstanding the foregoing, a portion of the fence or wall may be shared by two (2) adjoining Units, in which event the shared portion shall be a Limited Common Element of both Units. The yard area accessible from a Unit as shown on Exhibit 2 shall be a Limited Common Element of such Unit and for the exclusive use of the Unit Owner owning such Unit.

3.18.8. Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one (1) Unit or more than one (1) Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by such Owner unless such maintenance is the responsibility of the Association as elsewhere provided in this Declaration. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

3.19. Easements. The following easements are hereby created (in addition to any easements created under the Act and any easement affecting the Condominium Property and recorded in the Public Records of County).

3.19.1. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

3.19.2. Utilities and Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utilities, other services, and drainage in order to serve the Condominium and/or members of Association and/or the Community Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities, other services or drainage facilities or the use of these easements.

3.19.3. Encroachments. An easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment. Encroachments may result from (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of Association, and/or (iv) any repair or restoration of the Improvements (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

3.19.4. Ingress and Egress. Non-exclusive easements in favor of each Unit Owner and resident, their guests and invitees, and the unit owners, homeowners, residents, guests and invitees of the Other Properties shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this Section shall be encumbered by any leasehold or lien other than those on the Condominium Parcels.

3.19.5. Construction; Maintenance. The Developer (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and/or Association Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof, and/or any portion of the Community, or any part thereof, or Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

3.19.6. Developer Easements and Reservations. So long as Developer holds any Unit for sale in the ordinary course of business and in addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under the Condominium Property as may be required in connection with the development of the Condominium and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Units or any portion of the Condominium Property and/or the Paloma Lakes Community, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use portions of the Common Elements for access, ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer and/or for the use of the Condominium and/or any portion of the Community. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Elements for construction, development, sales or marketing purposes. As long as Developer, its designees, successors, assigns or nominees offers any Unit in the Condominium for sale in the ordinary course of business, Developer, its agents, nominees, designees, successors, and/or assigns shall further have the right to use Units owned or leased by Developer or its affiliates and the Common Elements of the Condominium for marketing and sales purposes. By way of example, and not as a limitation, Developer, its successors and/or assigns may maintain model units and sales offices within any portion of the Condominium Property, show model units and the Common Elements to prospective purchasers and tenants of the Units or other property being offered for sale or lease by Developer, its successors, assigns or nominees, allow members of the general public to inspect model Units, install signs and displays, hold promotional parties and picnics, erect on the Condominium Property signs and other promotional material to advertise Units or other property within the Community being offered for sale or lease by Developer, its designees, successors and/or assigns and using the Common Elements for every other type of promotional or sales activity that may be employed in the marketing of the sale or lease of Units. Further, Developer may market other residences and commercial properties located outside of the Condominium from Developer's sales facilities located within the Condominium. Developer also reserves the right to use any Units owned or leased by Developer as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered a leasing of the Unit and shall not be subject to Section 17 of this Declaration. The easements created by this Section, and the rights reserved in this Declaration in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting the rights of Developer, the Developer may non-exclusively assign its rights under this Section 3.19.6.

3.19.7. Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors), to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment (or equipment best serviced from the roof), and/or any other maintenance and/or painting of the Building.

3.19.8. Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access, shall

alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection. The easements reserved in this Subsection shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth herein.

3.19.9. Community Association Easements. The Community Association and its members (and their guests, tenants and invitees), agents, employees, contractors and assigns shall have an easement to enter onto the Condominium Property for the purpose of performing such functions as are permitted or required to be performed by the Community Association by the Community Declaration, including, but not limited to, maintenance, repair, replacement and alteration of Common Areas, maintenance of landscaping, safety and maintenance activities, and enforcement of architectural restrictions. An easement for such purposes is hereby granted and reserved to the Community Association and its members (and their guests, tenants and invitees), and each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have agreed to the grant and reservation of easement herein described and the rights herein vested in the Community Association. All easements and rights provided for in the Community Declaration in favor of the Community Association, its respective members and/or the Declarant thereunder, are hereby granted to said Community Association and its members and Declarant, and its assignees, designees and nominees.

3.19.10. Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other Utilities or service easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

3.19.11. Public Easements. Police, fire, sanitation, school transportation, health, water, sewer and other public service and utility company personnel shall have a non-exclusive easement for ingress and egress over and across the Common Elements. The City shall also have a non exclusive easement for ingress and egress over and across the Common Elements.

3.19.12. Reservation of Right for Developer to Grant Additional Easements. For as long as Developer holds a Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right to grant any additional easements over the Condominium Property that Developer determines are necessary for the continued development and operation of the Condominium or Community. Developer may grant such easements, without the joinder of Unit Owners, Association, Community Association, Other Associations or any lender. This Section shall not be amended by anyone other than Developer without the joinder of Developer.

3.20. Association Property. Association, upon approval by a majority of the Board, may purchase or lease computer or similar equipment at any time if required or deemed beneficial for operation of the Condominium. Association shall have the right, but not the obligation, to acquire Association Property in its own name. Without limiting any other provision in this Declaration to the contrary, in the event that Association elects to purchase or lease a vehicle, office equipment or other Association Property, it may do so in its own name. In addition, after the purchase or lease of any Association Property, Association may sell or transfer its interest in such Association Property.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforescribed appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses: Voting Rights.

5.1. Percentage Ownership and Shares. Each Unit, regardless of size, has an equal undivided percentage interest in the Common Elements and Common Surplus, and shall share equally in the Common Expenses. Each Unit's undivided share in the Common Elements is determined by dividing the number one (1) by the total number of Units comprising the Condominium. Accordingly, the undivided share in the Common Elements appurtenant to each Unit in the Condominium if all phases are constructed is 1/90, and each Unit Owner will be responsible for a proportionate share of the Common Expenses and will own a proportionate share of the Common Surplus equal to such undivided share in the Common Elements.

5.2. Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. The voting interests of a particular Unit shall be a fraction, the numerator of which shall be the number one (1), and the denominator of which shall be the number of Units submitted to the Condominium. Each Unit Owner shall be a member of Association.

6. Amendments.

6.1. Amendment by Association.

6.1.1. Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or by the Owners of a majority of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of Association shall be transmitted to the President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

6.1.2. Notice. Notice of the subject matter of the proposed amendment to this Declaration pursuant to this Subsection shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

6.1.3. Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

6.1.3.1. Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,

6.1.3.2. Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,

6.1.3.3. Prior to the date upon which Unit Owners other than Developer control the Board, one hundred percent (100%) of the Board.

Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

6.1.4. Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2. By Developer. For so long as Developer is offering one or more Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration and/or for any other purpose (except only where expressly limited in this Declaration). The execution and recording of any amendment by Developer pursuant to this Section shall be effective as provided below, unless subsequently rescinded. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those actions governed by Sections 718.110(4) and (8) of the Florida Statutes (2007)), as long as Developer is offering one or more Units in the Condominium for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

6.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

6.4. Restrictions on Amendments.

6.4.1. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit or change the percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless a majority of the total Voting Interests of Association, including all of the Voting Interests of Units affected by such amendment, join in the execution of the amendment; provided, however, no such approval shall be required by Unit Owners if such amendment is required by any governmental entity having jurisdiction over the Condominium.

6.4.2. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer, without the written consent of Developer. This provision may not be amended without the prior written consent of Developer in each instance.

6.4.3. No amendment shall adversely affect the priority of an Institutional First Mortgagee's lien, or adversely affect the rights of an Institutional First Mortgagee to foreclose its lien without such Institutional First Mortgagee's prior written consent, nor shall any amendment be made as to the matters set forth in Section 718.110(4) and (8) of the Florida Statutes without the consent of Institutional First Mortgagees affected by such amendment. Such consent of Institutional First Mortgagees shall not be unreasonably withheld and shall be obtained and evidenced as provided in the Act.

7. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

7.1. Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his or her Unit, including but not limited to fixtures, entrances, screens, both sides of windows accessible from the Unit (e.g., windows accessible from a balcony or patio, if any, are the responsibility of the Unit Owner), the foyer door, all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air-handling equipment exclusively serving a Unit which is located on the slab adjacent to the Building in which the respective Unit is located), thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-conditioning equipment. The service contract may also provide for minor maintenance and repair services to all appliances originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract. The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.

7.2. Air Conditioner Air Handling Equipment, Specific Unit Owner Responsibility. As provided in Section 3.16.4 hereof, the air conditioner air handling equipment is deemed to be included as part of the Unit it exclusively serves; accordingly, the maintenance obligations set forth in Section 7.1 above apply to air-conditioner air handling equipment. The obligation to maintain and repair any heating and air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not Association, without regard to whether such items are included within the boundaries of the Unit(s).

7.3. Limited Common Elements.

7.3.1. General Maintenance Requirements. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively (or non-exclusively in the case of a fence or wall) serving his or her Unit, excluding Mailboxes, but including, without limitation, fixtures, light bulbs, ceiling fans, screen doors, screening, the foyer door, all garden items and the grass, plants, shrubs and flowers within such Limited Common Element, if enclosed by a fence or wall, if applicable, and all other doors and gates, if applicable, within or affording access to a Limited Common Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Limited Common Element for that purpose or for the repair, replacement, and maintenance of the Limited Common Elements and other facilities.

7.3.2. Balconies, Patios and Terraces. The Units may have access to a patio, balcony and/or terrace. Except only as set forth below, Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Element, with the duty of same being part of the Common Expenses. The Unit Owner shall be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any patio, balcony, and/or terrace. A Unit Owner may install floor coverings (e.g., tile) within a balcony and/or patio after obtaining the prior written approval of the Board and the architectural control committee of the Community Association (the "ACC") as more particularly explained in the Community Declaration. No changes whatsoever can be made to these areas without the prior written approval of the Board and the ACC, which may be withheld for any reason. A Unit Owner using a patio, balcony, and/or terrace or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed,

for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property, Association Property, Common Elements and/or Common Areas and expenses arising therefrom. Although these balconies patios and terraces may appear to be part of the applicable Unit, such balconies, patios and terraces must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the balconies, patios and terraces will be free from noise or private. Unless damage is caused due to the Unit Owner's negligence and/or the Unit Owner's intentional acts or omissions, the Association shall be responsible for maintaining all structural components of the balconies, patios and terraces, including, without limitation, any rebar running through or underneath such facilities and the post and the below ground footers that stabilize the posts that support the overhang, if any. Notwithstanding the foregoing each Unit Owner will maintain, repair and replace the gate, if any, leading into the patios, entries or walled/fenced gardens.

7.3.3. Entrances and Covered Entries. The Units may have access to an entrance or covered entry. Except only as set forth below, Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Element, with the duty of same being part of the Common Expenses. The Unit Owner shall be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any entrance or covered entry. A Unit Owner may install floor coverings (e.g., tile) within an entrance or covered entry after obtaining the prior written approval of the Board and the ACC as more particularly explained in the Community Declaration. No changes whatsoever can be made to these areas without the prior written approval of the Board and the ACC of the Community Association, which may be withheld for any reason. A Unit Owner using an entrance or covered entry or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property, Association Property, Common Elements and/or Common Areas and expenses arising therefrom. Although these entrances and covered entries may appear to be part of the applicable Unit, such entrances and covered entries must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the entrances and covered entries will be free from noise or private. Unless damage is caused due to the Unit Owner's negligence and/or the Unit Owner's intentional acts or omissions, the Association shall be responsible for maintaining all structural components of the entrances and covered entries, including, without limitation, any rebar running through or underneath such facilities and the post and the below ground footers that stabilize the posts that support the overhang, if any. Notwithstanding the foregoing each Unit Owner will maintain, repair and replace the gate, if any, leading into the entrances or covered entries.

7.3.4. Canvas Canopies. Association shall be responsible for maintaining, repairing, replacing, and/or removing of all canvas canopies, including, but not limited to, any canopies covering Mailboxes and entrance canopies located within the Common Elements of the Condominium, if any. Association shall be responsible for removing all canvas canopies in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of Common Expenses of Association.

7.3.5. Mailboxes, and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, all Mailboxes, or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

7.3.6. Failure to Perform Responsibilities. If a Unit Owner fails to promptly perform his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to all Limited Common Elements for that purpose or for the repair, replacement, and maintenance of all Limited Common Element screening and other facilities.

7.3.7. Fences and Walls. Association shall be responsible for maintaining, repairing and replacing all fences and walls within the Condominium Property and the costs of the same shall be part of the Common Expenses of Association.

7.4. Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) if proceeds of insurance are made available therefor, or (iii) except as provided in the Community Declaration, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Without limiting the generality of the foregoing, a waterproofing inspection of the Common Elements (including, without limitation, all planters) shall be performed semi-annually and any cracks, leaks or other repairs needed shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. Association is bound to comply with all maintenance standards set forth in the Community Declaration. In order to operate the Condominium, it is possible that holes may be cut in walls to facilitate the placement of equipment benefiting the Condominium. Further, due to the location of these areas, it is possible that noise or vibration of

equipment may be heard or felt inside the Units. The Condominium may be designed with a roof membrane. The roof may contain hooks or other apparatus in the floor or walls that will allow equipment to be used to clean windows of the Condominium. When windows are cleaned, there may be drops or swings placed on the roof. Trellises, if any, forming part of the roof shall be maintained, along with the rest of the roof by Association.

7.5. Exterior Landscaping Maintained by Community Association. The Community Association shall maintain exterior landscaping located outside of Buildings pursuant, and subject to, the terms of the Community Declaration.

7.6. Association's Right of Access to Units. Association has this irrevocable right of access to each Unit when necessary during reasonable hours (except in the case of emergencies) for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, and for making emergency repairs which are necessary to prevent damage to the Common Elements, Limited Common Elements or to another Unit or Units.

7.7. Light Fixtures. Unless otherwise provided by the Community Declaration, prior to conveyance of the last Unit in the Condominium, Developer or its designee, shall have the right but not the obligation, to cause those electric light fixtures which may be attached to the front exterior of the Building between Units, if any, plus those electric street lights adjoined or adjacent to each Building, if any, to be turned on and off via an automatic device. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the electric light fixtures and the lights attached to the front exterior of the Building. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the automatic device. The light fixtures that are placed on the Building immediately outside the front exterior of each Unit, if any, will be manually operated by each Unit Owner from within the respective Unit. The replacement and maintenance of these fixtures, as well as the cost of electricity, shall be an expense to the Unit Owner.

7.8. Requirements. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

7.9. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Condominium Property and to perform all tests and make all repairs and/or replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test, repair and/or replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Condominium Property deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy. Notwithstanding the foregoing, Association shall have all rights and remedies available under Chapter 718, Florida Statutes, including Sections 718.303(1) and 718.506, Florida Statutes, and, with respect to claims alleging a "construction defect" (as defined in Section 558.002(4), Florida Statutes) the provisions of Chapter 558 of the Florida Statutes shall apply.

8. Architectural Control by Community Association. Alterations, additions and improvements to the Condominium Property that are or may be visible from the exterior of a Building shall be subject to and comply with the architectural restrictions and conditions set forth in the Community Declaration.

9. Provisions of Community Declaration. Each Unit, Unit Owner and Association is subject to all of the terms and conditions set forth in the Community Declaration, all of which, to the extent appropriate, are incorporated herein by reference. The Community Association shall have all rights of access, ingress and egress over and upon the Condominium Property necessary to exercise its rights, privileges and obligations under the Community Declaration.

10. Alterations. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

10.1. Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer, provided Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, which has not yet been conveyed to a third party, shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or any exterior portion of the Buildings (whether part of a Unit or part of the Common Elements) or the Unit except for the replacement of a foyer door, glass or screening contained within a Unit or Limited Common Element with glass, screen or door identical to the material that is being replaced. Without limiting the generality of the foregoing, no Unit Owner, other than Developer, provided Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, without having first obtained the prior consent of the Board, shall:

10.1.1. change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

10.1.2. change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of any Building; or

10.1.3. remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

10.1.4. cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

10.1.5. affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Buildings, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

10.1.6. change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors, if any; or

10.1.7. otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units or Buildings of the same type.

All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty-five (45) days after the date of its receipt of any such request within which to approve or disapprove the same and if not approved within such forty-five (45) day period, such request shall be deemed rejected. The Board has the authority to approve, disapprove, or require, in its sole discretion, modifications to the proposed work. Unit Owners shall obtain all necessary approvals and permits from applicable government entities, prior to making any alterations, or adding or removing such Common Elements or other improvements. All expenses of any kind (including, without limitation, attorneys' fees and costs of the Association) in connection with such work shall be borne by the Unit Owner in question, including with respect to any subsequent maintenance or restoration. No Unit Owner will do any work or cause any work to be performed that would jeopardize the safety or soundness of the Building, increase insurance requirements or premiums or impair any easements. Proposed additions, alterations and improvements by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Unit Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans, by the submission of same, and any Unit Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Unit Owner (including the Unit Owner's successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder. All additions, alterations and improvements proposed to be made by any Unit Owner are further subject to, and restricted by, the terms and conditions of the Community Declaration and the prior written approval of the ACC of the Community Association. A Unit Owner making or causing to be made any approved additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to: (i) be solely financially responsible for maintenance, repair, cleaning, replacement and insurance of the modifications, installations and additions from and after the date of installation or construction thereof as may be required by the Association, the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions and the costs of removing, replacing and reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible; and (ii) hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof.

10.2. Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions,

alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars (\$50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available consumer price index selected by the Board. All capital additions, alterations or improvements proposed to be made by the Association shall be subject to, and restricted by, the terms and conditions of the Community Declaration.

10.3. Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

10.3.1. Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

10.3.2. Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

11. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in this Declaration, the Articles and By-Laws as well as all powers granted by law. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

12. Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation, management and maintenance of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

12.1. Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his or her share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

12.2. Shortfalls and Surpluses. Each Owner acknowledges that because Assessments, Special Assessments, and reserves are allocated based on the formula provided herein, it is possible that Association may collect more or less than the amount budgeted for Common Expense. If Developer has prepaid expenses of Association which have not been reimbursed to Developer prior to the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Common Expense, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

12.3. Association as Unit Owner. Should Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

12.4. Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in monthly installments or at such time as shall from time to time be fixed by the Board. The Unit Owner is responsible for the payment of Assessments to begin as of the date that such Unit Owner closes on the purchase of the Condominium Parcel and at such time as shall from time to time be fixed by the Board.

12.5. Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year which shall correspond to the calendar year. The budget shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association (if not an expense of another association) including, to the extent required by law and, in addition, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. Upon adoption of each

annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such budget; provided, however, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation, management and maintenance of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional Assessment or Assessments as it deems necessary. Any budget adopted shall be subject to change, at any time, in order to cover actual expenses. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense if not an expense of the Community Association. The Board in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 13 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services if the same are not expenses of and paid by the Community Association.

12.6. Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote with respect to Units owned by Developer, which vote shall take place each year, to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

12.7. Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

12.8. Use Fees. The Board has the right, but not an obligation, to establish use fees ("Use Fees") from time to time for the exclusive use of any portion of the Common Elements, and/or the services of a concierge. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements.

13. Collection of Assessments.

13.1. Delinquency or Default. The payment of any charges or Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full.

13.2. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all charges for Assessments for Common Expenses, regular or special, interest on such delinquent charges, Assessments or installments thereof as above provided, and for all costs of collecting the charges, Assessments and interest thereon including, without limitation, attorneys' and paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

13.3. Liability not Subject to Waiver. No Unit Owner may exempt himself, herself or itself from liability for any Assessment or charge levied against such Unit Owner and such Unit Owner's Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or any property owned or leased by Association, or by abandonment of the Unit, or in any other manner.

13.4. Lien for Assessment. Association is hereby granted a lien upon each Condominium Parcel and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments or charges owing to Association, and (3) reasonable costs and expenses, including, without limitation, attorneys' and paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals, which may be incurred by Association in enforcing its lien upon the Condominium Parcel. The lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner, if the Unit Owner remains in possession of a Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. The lien of Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action

and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a notice of contest of lien as provided in the Act.

13.5. Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorneys' fees, paraprofessional fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or Special Assessment advances made by Association where any taxing authority having jurisdiction levies any tax or Special Assessment against the Condominium as an entirety instead of levying the same against each Condominium Parcel, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or Special Assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

13.6. Transfer of Title, Including Foreclosure or Judicial Sale. Subject to the provisions of Section 13.9, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he, she or it is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

13.7. Effect of Voluntary Transfer. When a Unit Owner proposes to lease, sell or mortgage the Unit Owner's Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of Unit Owner shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a Unit is to be sold or mortgaged at the time when payment of any Assessment or charge against the Unit Owner and the Unit is in default (whether or not a claim of lien has been recorded by Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the purchaser or mortgagee first to payment of any then delinquent Assessment or charge or installment thereof due to Association before payment of the balance of such rent, proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent Assessment. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

13.8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owed to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owed to it.

13.9. Institutional First Mortgagee.

13.9.1. The liability of an Institutional First Mortgagee or its successor or assigns who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid regular periodic Assessments for Common Expenses which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

13.9.2. The Institutional First Mortgagee or its successor or assigns acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

13.9.3. The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

13.9.4. In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained

shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

13.10. Developer's Liability for Assessments.

13.10.1. Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit Owners control the Board or one year from the first day of the following month in which the Certificate of Occupancy is issued (the "Guarantee Expiration Date"), provided that the regular monthly Assessments for Common Expenses equally imposed on each Unit Owner other than Developer shall not increase during such period over \$600.00 and provided further that Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Unit Owners. The period that Developer is excused from the payment of the share of Common Expenses and Assessments relating to Units it is offering for sale may be unilaterally extended by Developer for one or more successive periods of six (6) months each until such time as Developer does not own any Units in the Condominium.

13.10.2. No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

13.11. Possession of Unit. Subject to Association's rights under this Declaration, including but not limited to the provisions set forth in Section 18, and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof) including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements in accordance with the purposes for which they are intended, provided such occupancy and enjoyment do not hinder or encroach upon the lawful rights of other Unit Owners.

13.12. Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner, or Institutional First Mortgagee. Association may charge Unit Owner a processing fee, as determined by Association from time to time, for the preparation of such certificate.

14. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

14.1. Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("Insurance Trustee") under this Declaration. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

14.2. Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds, but only in their respective capacities as Unit Owners or mortgagees. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

14.2.1. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

14.2.2. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

14.3. Coverage. Association shall maintain insurance covering the following:

14.3.1. Property Insurance. The Buildings (including all fixtures, installations or additions comprising those parts of any Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as it existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured, to the extent available, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain reasonable deductible provisions as determined by the Board (and approved by Developer so long as Developer holds a Unit in the Condominium for sale in the ordinary course of business). Such coverage shall afford protection against loss or damage by fire and other hazards covered on an all-risk basis.

14.3.2. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$2,000,000 for each occurrence. The limits required herein can be satisfied by using an umbrella liability policy. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

14.3.3. Workers' Compensation Insurance. Workers' compensation including employer's liability in an amount determined by the Board and other mandatory insurance, when applicable.

14.3.4. Flood Insurance. Flood insurance, if required, and/or if Association so elects.

14.3.5. Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all Directors, officers and employees of Association and managing agents who handle Association funds, if any.

14.3.6. Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all Directors, officers and employees of Association, for claims arising out of their alleged "wrongful acts."

14.3.7. Windstorm Coverage. Windstorm coverage, if required, and/or if Association so elects.

14.3.8. Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

14.3.9. Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right of subrogation against Association and against the Unit Owners individually and as a group.

14.4. Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

14.5. Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

14.6. Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.7. Distribution of Proceeds. Proceeds of insurance policies received by Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

14.7.1. Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

14.7.2. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners thereof,

remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

14.7.3. Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial Owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

14.7.4. Certificate. In making the distributions to Unit Owners and their mortgagees, Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice President or Association's attorney as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice-President or Association's attorney to determine whether or not the damaged property is to be reconstructed or repaired.

14.8. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property, to purchase and maintain insurance policies, adjust all claims arising under insurance policies purchased by Association, collect and appropriately distribute the proceeds of insurance policies, execute and deliver releases upon the payment of claims and execute any document necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

14.9. Unit Owners Personal Coverage. Unit Owners should obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, water heaters and built-in cabinets. Unit Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against a Unit Owner due to accidents occurring within a Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association.

15. Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.

15.1. Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof and vote in favor of the termination of the Condominium, then the Condominium Property will not be repaired and the Association shall proceed with preparing a proposed plan of termination of the Condominium pursuant to Section 21 of this Declaration and the Act, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until all mortgages and liens on his or her Unit have first been paid off from his or her share of such funds in the order or priority of such mortgages and liens.

15.2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is a Building, by a majority of Unit Owners of that Building. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

15.3. Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.

15.4. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

15.5. Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient

amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Unit Owners' respective shares in the Common Elements.

15.6. Disbursement of Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

15.6.1. Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage as set forth in Section 15.6.2 below.

15.6.2. Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is equal to or more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 15.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

15.6.3. Surplus. It shall be presumed that the first moneys disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to a Unit Owner which is not in excess of Assessments paid by such Unit Owner into the construction fund shall not be made payable to any mortgagee.

15.6.4. Certificate. Notwithstanding the provisions herein, Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by Association with Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President, Vice President or Association's attorney, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16. Condemnation.

16.1. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with Insurance Trustee (if appointed).

16.2. Determination Whether to Continue Condominium. Whether the Condominium will be terminated after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

16.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

16.4.1. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

16.4.2. Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

16.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

16.5.1. Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

16.5.2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

16.5.3. Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus equally among the reduced number of Unit Owners (and among reduced Units).

16.5.4. Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

16.5.5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Unit Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

16.6. Taking of Common Elements. Awards for the taking of Common Elements or Limited Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

16.7. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

16.8. Amendment of Declaration. The changes in Units, in the Common Elements, in the Limited Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and to protect the value of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions, which provisions each Unit Owner covenants and agrees to observe. It is expressly understood the Developer is not subject to this Section 17.

17.1. Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with the use or occupancy of any portion of such Common Elements, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person entering any portion of the Common Elements also expressly indemnifies and agrees to hold harmless Developer, ABC, Association, and their employees, directors, representatives, officers, agents, affiliates, attorneys and any partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to such person's use of the Common Elements, including, without limitation, attorneys' and paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER,

SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

17.2. Awnings, Canopies and Shutters. No awning, canopy or shutter, including hurricane or storm shutters, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved in writing by the Board pursuant to the terms of this Declaration and by the ACC pursuant to the terms of the Community Declaration. Association will specify the type and color of all hurricane shutters which must be uniform for all Units. Association shall only approve the installation of hurricane shutters in a color approved by Association. Hurricane shutters approved by Association may only be installed or closed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed or opened by the respective Unit Owner thereof within forty-eight (48) hours thereafter, and if not so removed or opened by a Unit Owner, such shutters may be removed or opened by the Association at the expense of such Unit Owner. An approval by Association shall not be deemed an endorsement of the effectiveness of hurricane shutters. The Board has the absolute discretion to approve or disapprove any awning, canopy or shutter provided, however, the Board must approve the installation or replacement of hurricane shutters conforming to the hurricane shutter specifications adopted by the Board. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies located within the Common Elements in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of the Common Expenses of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Unit and yard, if any.

17.3. Balconies, Patios and Terraces. Unit Owners may not screen or tile the balconies, patios or terraces without prior written approval from Association.

17.4. Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

17.5. Bicycles. Bicycles may not be stored in the balconies, patios or in any place that causes the bicycle to be visible from the exterior of the Building. Bicycles are not permitted in the hallway or corridor of the Condominium, if any.

17.6. Parking. Parking of vehicles is only permitted inside of Garages. No vehicles of any nature shall be parked on any portion of the Condominium Property except in a Garage. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within the Garages may be parked in the Condominium. Vehicles shall not be parked in front of Garages or upon any portion of the driveways leading to Garages. Parking restrictions with respect to the Common Areas are contained in the Community Declaration and are incorporated herein by reference.

17.7. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

17.8. Effect on Developer, Association. The restrictions and limitations set forth in this Section 17 shall not apply to Developer or to Units owned by Developer unless the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.9. Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of any Building (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board (and the Community Association to the extent required under the Community Declaration); provided, however, a removable United States of America flag and removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval.

17.10. Garages. Each Unit has its own Garage. No Garage shall be converted into a general living area unless specifically approved by the Board (and the Community Association to the extent required under the Community Declaration). Garage doors shall remain closed at all times, except when vehicular or pedestrian access is required.

17.11. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

17.12. Leases of Units. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or if it does not provide; shall be automatically deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of this Declaration (and including all Exhibits hereto) and with the Rules and/or any other rules or regulations adopted by the Association

from time to time (before or after execution of the lease), and (ii) Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, the Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association, and (iii) Association shall have the right to collect all rental payments due to Owner and apply the same against Assessments. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 18 hereof. No Unit may be leased more than two (2) times in any twelve (12) month period, regardless of the lease term. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant (in an amount not to exceed the amount permitted by the Act). As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 17.12 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 18 hereof.

17.13. Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

17.14. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

17.15. Pets. Each Unit may house up to two (2) animals, in the aggregate, which may only be domestic cats and/or dogs with a weight of not more than seventy (70) pounds in the aggregate, unless such animals are of a breed prohibited by County, City or any other ordinance. Association may prohibit other breeds of dogs that the Board, in its sole and absolute discretion, considers dangerous. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other Owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the Condominium Property. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. Each Owner shall be responsible for the activities of the Owner's pet(s). The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit. Notwithstanding anything to the contrary, seeing-eye dogs shall not be governed by the restrictions contained in this Section.

17.16. Slabs. The Condominium may be constructed using a post tension concrete slab system. Nothing can be allowed to penetrate the slabs of the Building without the permission of the Board, which may be withheld for any reason.

17.16.1. This means that there can be no penetration into the top or underside of a slab. By way of example, the Units are not designed to allow the installation of a ceiling fan, soffits or lighting in the ceiling unless the same are part of the original construction. No penetration into the surface is permitted in structural walls, columns and floors. Each Unit Owner indemnifies and holds harmless Association and every other Unit Owner from any and all damages, liabilities and costs including, without limitation, including attorneys' and paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals, resulting from such Unit Owner's improper penetration of any slab within the Condominium.

17.16.2. Trolis work and lattice work are not permitted if penetration that will in any way affect the post tension concrete slab system is required.

17.16.3. The installation of hurricane shutters may be restricted. There may be restrictions as to the types of installation permitted and the method of fastening the hurricane shutters to the Building.

17.16.4. Satellite dishes and antennas shall not be affixed in a way that penetrates the post tension concrete slab system.

17.17. Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance

to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers.

17.18. Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

17.19. Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Building, Unit or other areas of the Condominium Property without the prior written approval thereof being first had and obtained from the Board and from the Community Association as required by the Community Declaration.

17.20. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of any Building that is visible from the outside except as permitted by the Community Declaration; provided, however, signs required by governmental agencies and approved by the Community Association may be displayed (e.g., permit boards). No sign may be placed in the window of a Unit. Developer is exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within the Condominium, unless written approval of the Board is obtained. Notwithstanding the foregoing, a removable United States of America flag and removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act.

17.21. Utility Addition. No additional utility fixture or improvement including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire, shall be added to service any Unit without the prior written consent thereto by the Board.

17.22. Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed Special Assessment against such Unit Owner hereunder).

17.23. Weight and Sound Restrictions.

17.23.1. Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas on any floor in the Condominium (except the Units on the ground floor as noted below) must have sound absorbent padding approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements. The restrictions on the installation of hard surfaced floor coverings do not apply to the Units or portions of the Units located on the ground floor.

17.23.2. The installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building.

17.23.3. The installation of a waterbed must be submitted and approved by the Board. The Board has the absolute right to deny the installation of the waterbed due to the weight restrictions affecting the Condominium. If the installation of a waterbed is approved by the Board, the Board may require Unit Owner to carry flotation insurance as is standard in the industry in an amount deemed reasonable to protect Unit Owner, Association and other Unit Owners against personal injury and property damage to the Unit and the rest of the Condominium.

17.23.4. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

17.23.5. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in an improvement, such as the Building, is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from stairwells, and elevator operation is normal for this type of building. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer and ABC from any such warranty and claim for loss or damages resulting from sound transmission.

18. Selling, Leasing and Mortgaging of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Unit Owner shall be subject to the following provisions so long as Association exists, which provisions each Unit Owner covenants to observe:

18.1. Transfers Subject to Approval.

18.1.1. Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of Association.

18.1.2. Lease. No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease for any period without approval of Association and except as provided herein. The renewal of any lease, including any lease previously approved by Association under this Section 18, shall be re-submitted for approval by Association. No Unit Owner may transfer possession of a Unit or any interest therein by lease for any period until such Unit Owner is current in payment of all Assessments due to Association, under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Unit Owner is current in payment of such Assessments.

18.1.3. Gift. If any Unit Owner proposes to transfer a Unit by gift, the proposed transfer shall be subject to the approval of Association.

18.1.4. Other Transfers. If any Unit Owner proposes to transfer his or her title, or any interest therein in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of Association.

18.2. Approval by Association. To obtain approval of Association which is required for the transfer of Units, each Unit Owner shall comply with the following requirements:

18.2.1. Notice to Association.

18.2.1.1. Sale. A Unit Owner intending to make a bona fide sale of his or her Unit, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

18.2.1.2. Lease. A Unit Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

18.2.1.3. Gift; Other Transfers. A Unit Owner who proposes to transfer his or her title by gift or in any other manner not heretofore considered, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of the proposed transfer of his title and such other information concerning the intended transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

18.2.1.4. Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, Association at its election and without notice may approve or disapprove the transaction or ownership. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

18.2.1.5. Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

18.2.2. Certificate of Approval.

18.2.2.1. Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of County.

18.2.2.2. Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

18.2.2.3. Devise or Inheritance. Any person who has obtained a Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 18.2 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

18.2.2.4. Gift; Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove of the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Unit Owner and shall be recorded in the Public Records of County.

18.2.3. Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant, with respect to Units, or the beneficial owners of the entity, of the Unit being approved by Association. Any change in such primary occupant or beneficial owners of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Section.

18.3. Disapproval by Association. Although a Unit Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

18.3.1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, Association shall deliver by professional courier, hand delivery, mail or certified mail to the Unit Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

18.3.1.1. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

18.3.1.2. The purchase price shall be paid by cashier's check or federal wire.

18.3.1.3. The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Unit Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

18.3.1.4. If Association fails to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 18.

18.3.2. Lease. In the event the Association disapproves of a transfer of possession of a Unit by lease, then the Unit Owner shall not lease the Unit to the intended lessee for whom the Unit Owner sought approval.

18.3.3. Transfer by Gift, Devise or Inheritance. In the event Association disapproves of such transfer of title by gift, devise or inheritance, Association shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers approved by Association to purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid by federal wire or cashier's check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Association has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Unit, then Association shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

18.3.4. Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, Association shall deliver by professional courier, hand delivery or mail or by certified mail, to the Unit Owner written notice of the terms and conditions upon which the transfer must be made, including, without limitation, the requirements of Association regarding occupancy of the Unit and by whom the votes in Association affairs may be cast.

18.4. Mortgage. No Unit Owner may mortgage his or her Unit nor any interest therein without the approval of Association except to an Institutional First Mortgagee as defined herein. The approval of any other mortgagee will not be unreasonably withheld, but approval may be subject to certain conditions imposed by Association.

18.5. Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. With the exception of the approval requirements applicable for leasing a Unit, the provisions of this Section 18 shall not apply to Developer.

18.6. Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

18.7. Notice of Lien or Suit.

18.7.1. Notice of Lien. A Unit Owner shall give notice to Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

18.7.2. Notice of Suit. A Unit Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Unit Owner receives knowledge thereof.

18.7.3. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

19. Compliance and Default. Each Unit Owner, every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by the Unit Owner's negligence or by that of any member of his or her family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected with respect to such negligence by Association.

19.2. Intentional Acts or Omissions. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by the Unit Owner's intentional acts or omissions or by that of any member of his or her family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected with respect to such intentional acts or omissions by Association.

19.3. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Articles, the By-Laws, the Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

19.4. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the Exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding including, without limitation, reasonable attorneys' and paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals, as may be awarded by the court.

19.5. No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

20. Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (iii) upon the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

21. Termination of Condominium and/or Dissolution of Association. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, (ii) termination of the Condominium pursuant to Section 718.117(2) of the Florida Statutes, or (iii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a plan of termination approved by a vote of Unit Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such approval of the plan of termination unless the Unit Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so approve the plan of termination, at which time Developer may choose to vote either in favor of or against the plan of termination, as it see fit), subject to the rights of Unit Owners to reject the plan of termination pursuant to the Act.

22. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing adequate proof of their status and upon written request to Association, to:

22.1. examine Association's books and records; and require copies of the annual reports and other financial data;

22.2. receive notice of Association's meetings and attend such meetings;

22.3. receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner;

22.4. receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property;

22.5. receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium; and

22.6. receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

23. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and the Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and the Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and the Rules by such Unit Owner, tenant or occupant.

24. Developer's Additional Rights.

24.1. Marketing Items. Developer, its agents, affiliates, or assigns, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Community in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date except with the express written permission of Developer.

24.2. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purpose of inspection and testing the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or any Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements or Limited Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

25. Disclaimer of Warranties. Except only for those warranties provided in Section 718.203, Florida Statutes (and only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Sections 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein. As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit. As a result of any permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit.

Lastly, ABC has joined into the execution of this Declaration solely to submit its interest in and to the Land and Improvements to the Condominium form of ownership, as set forth in Subsection 1.2 above and in order to afford Developer all of the rights, benefits and privileges of the Developer set forth herein. Notwithstanding anything to the contrary, ABC makes no warranty or any representation of any kind or nature concerning this Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Condominium. None of the representations contained herein, (if any) or other documents shall be deemed to have been made by ABC, nor shall they be construed to create any obligation on ABC to any person relying thereon. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary, ABC shall not be liable for any breach or non observance of, or for any failure to perform, fulfill or comply with, any covenants, agreements, representations, warranties or obligations hereunder, other than against its interest in the Land, nor shall any recourse be had against ABC for any claim based thereon, other than against its interest in the Land. Further, any and all releases, indemnifications and/or waivers in favor of Developer shall be deemed to run equally in favor of ABC, and any and all references to Developer owned Units or rights granted to Developer for as long as Developer owns a Unit (or a certain number of Units) shall be deemed to refer to Units owned by Developer or ABC.

26. Telecommunications Services.

26.1. Right to Contract for Telecommunication Services. Community Association has the paramount right to enter into one or more contracts for the provision of a Telecommunications Service for the Condominium and Other Properties. In the event that the Community Association does not enter into one or more contracts for the provision of a particular Telecommunications Service for the Condominium within one hundred twenty (120) days after Association has given written notice to Community Association of Association's desire to enter into a one or more contracts for the provision of a particular Telecommunications Services for the Condominium, Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

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

26.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank N.A. on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

26.4. Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

27. Monitoring System.

27.1. Right to Install. Subject to the rights of Community Association, Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium and for the Condominium. Prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer, including its agents, affiliates, licensees, nominees, designees, contractors, successors, assigns and/or any other entity or individual authorized by Developer, may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

27.2. Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, one or more manned gatehouses, one or more electronic gates, and roving attendants on foot and/or vehicles, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gatehouses, sensors, gates, and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

27.3. Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be

charged on a bulk basis, or may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

27.4. Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium or within the Community. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

28. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and to recover all costs relating thereto including, without limitation, attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

29. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 29 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

30. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN

ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED BY MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY A COURT OF LAW. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT. THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE BUYER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE BUYER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES, HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THIS PROVISION.

31. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY. DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

32. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING THE FOREGOING, THIS PROVISION SHALL NOT ABRIDGE ANY RIGHTS PROVIDED BY THE ACT.

33. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

34. **Blocked View: Trees and Shrubbery.** There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums or buildings, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.
35. **Notices.** All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices shall be deemed to have been given when mailed in a sealed wrapper with prepaid postage, and are effective upon receipt or refusal to accept receipt.
36. **Interpretation.** The Board shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation. This Declaration and its Exhibits may be executed in counterparts.
37. **Mortgagees.** Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.
38. **Exhibits.** All exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.
39. **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules, such dispute or litigation shall be governed by the laws of the State of Florida.
40. **Construction Matters.** All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in Section 718.203 of the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "**Construction Matters**"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that the party or parties bringing same shall have first given notice to Developer or other party against whom relief or recovery is sought (the "**Defendant**") of the specific Construction Matters complained of, a description of the damages or loss allegedly resulting therefrom, if known, and provide Defendant with an opportunity to inspect the Unit(s), Limited Common Elements, and/or Common Elements to assess the alleged Construction Matters, as is required by and set forth in Chapter 558, Florida Statutes, and what actions are necessary to cure or correct same. If the Construction Matters are not cured or corrected in accordance with the procedure set forth in Chapter 558 (or within a reasonable time if the status is vacated), all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 40 and of Section 41 below, as shall Association. **THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE BUYER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE BUYER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES, HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THIS PROVISION.** Notwithstanding the foregoing, Unit Owners and Association shall have all rights and remedies available under Chapter 718, Florida Statutes, including Sections 718.303(1) and 718.506, Florida Statutes.
41. **Eligibility Requirements for Board Membership.** Any director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for membership on the Board.
42. **Execution of Documents: Attorney-in-Fact.** Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the

Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Community (of which the Condominium is a part), any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by either the city, County or applicable governmental subdivisions or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

43. Concierge and/or Manager. Subject to the provisions of the Community Declaration, Association may, but is not obligated to, retain a concierge and/or manager to assist the Board in connection with the operations of Association. Without limiting any other provision hereof, Association may hire a concierge who will perform services for individual Unit Owners for which a Use Fee may or may not be charged.

44. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, the Rules or any other rules and/or regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

45. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

46. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

47. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

48. Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

49. Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

50. Landfill. There is an operating sanitary landfill located approximately 1.5 miles from the western edge of the Condominium. Landfills can and will emit unpleasant odors, natural gases and/or other chemicals. As the landfill is not owned, operated or in any way affiliated with Developer, ABC and/or Association, neither Developer, ABC nor Association will be responsible for odors and/or other emissions or nuisances which might result from the operation of the landfill facility.

51. Title Documents. Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which include, among other items, the following Title Documents identified in this Declaration and any other documents affecting title to the Land (collectively, the "Title Documents");

51.1. Deed No. 1646 recorded in Deed Book 463 at Page 465, as modified by Non Use Commitment No. 607 recorded in Official Records Book 14495 at Page 584.

51.2. Deed No. 5571 recorded in Deed Book 553 at Page 414, as modified by Non Use Commitment No. 1511 recorded in Official Records Book 42571 at Page 1370.

51.3. Easement recorded in Official Records Book 7225 at Page 3, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1999.

51.4. Easement recorded in Official Records Book 8736 at Page 633, as partially released by Partial Release of Easement recorded in Official Records Book 43153 at Page 1.

51.5. Easement recorded in Official Records Book 9299 at Page 692, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1996.

51.6. Easement recorded in Official Records Book 14925 at Page 893, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1990.

51.7. Easement recorded in Official Records Book 24057 at Page 14, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1986.

51.8. Easement recorded in Official Records Book 24057 at Page 17, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1982.

51.9. Easement recorded in Official Records Book 24057 at Page 20, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1992.

51.10. Ordinance No. 2005-42 recorded in Official Records Book 41179 at Page 1606.

51.11. Ordinance No. 2005-43 recorded in Official Records Book 41179 at Page 1614.

51.12. Storm Water Retention Easement Agreement recorded in Official Records Book 41650 at Page 1750.

51.13. Easement recorded in Official Records Book 43480 at Page 640.

51.14. Easement recorded in Official Records Book 43480 at Page 636.

51.15. Easement recorded in Official Records Book 43480 at Page 632.

51.16. Resolution No. 2006-110 recorded in Official Records Book 43103 at Page 1277.

51.17. Memorandum of Agreement recorded in Official Records Book 42571 at Page 1433.

All of the documents referred to above are recorded in the Public Records of County.

Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit:

a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

b. that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium unless otherwise provided in the Community Declaration, or by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

52. No Contribution. There will be no contribution from the Other Associations or each Owner (as such term defined in the Community Declaration) for the use of Common Elements within the Condominium which are necessary for the use, enjoyment and maintenance of the Common Elements of the Condominium that are to be used by others in the Community.

53. HUD Provisions. So long as required in connection with HUD financing of the purchase of a Condominium Parcel, the following provisions shall supersede other provisions herein to the contrary.

53.1. Eligible Mortgage Holders. The terms "Eligible Mortgage Holder", "Insurer", or "Guarantor" shall mean a holder, insurer or guarantor, respectively, of a first mortgage on a Unit in the Condominium that has submitted a written request to Association (i) stating the name and address of the entity requesting the information and (ii) stating the Unit number or address of the Unit on which such mortgage holder, insurer or guarantor has the mortgage.

53.2. Notice Rights of Eligible Holders, Insurers or Guarantors. Eligible Mortgage Holders, Insurers or Guarantors of a first mortgage on a Unit in the Condominium have, upon written request, the right to timely written notice of:

53.2.1. Any proposed amendment to the Condominium Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in Association allocated to each Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted;

53.2.2. Any proposed termination of the Condominium;

53.2.3. Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any Unit secured by a mortgage;

53.2.4. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage;

53.2.5. Any lapse, cancellation, or material modification of any insurance policy maintained by Association.

53.3. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders must be legally binding with respect to the Condominium by virtue of the Condominium Documents, applicable law or otherwise:

53.3.1. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated, is obtained.

53.3.2. Any action to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must be agreed to by Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and by the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated.

53.3.3. Unless the formula for reallocation of interest in the Common Elements after a partial condemnation or partial destruction of the Condominium is fixed in advance by this Declaration or by applicable law, no reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be affected without the approval of the Eligible Mortgage Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated.

53.4. Additional Provisions for Termination of Condominium and Amendment to Condominium Documents. The provisions of this Section 53.4 do not apply to amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in Section 53.3 hereof.

53.4.1. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of the Eligible Mortgage Holders to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Condominium.

53.4.2. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to materially amend any provision of Condominium Documents or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- 53.4.2.1. Voting;
- 53.4.2.2. Assessments, assessment liens or subordination of such liens;
- 53.4.2.3. Reserves for maintenance, repair and replacement of the Common Elements;
- 53.4.2.4. Insurance or Fidelity Bonds;
- 53.4.2.5. Right to use of the Common Elements;
- 53.4.2.6. Responsibility for maintenance and repair of the separate portions of the Condominium;
- 53.4.2.7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- 53.4.2.8. Boundaries of any Unit;
- 53.4.2.9. The interest in the Common Elements or Limited Common Elements;
- 53.4.2.10. Convertibility of Units into Common Elements or of Common Elements into Units;
- 53.4.2.11. Leasing of Units;

53.4.2.12. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium; or

53.4.2.13. Establishment of self-management by Association where professional management has been in place.

53.4.3. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Condominium Documents which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

53.5. Implied Approval. With regard to approvals required under Section 53.3 and Section 53.4 hereof, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail with a "return receipt" requested.

53.6. Failure to Pay Assessments. Assessments against a Unit are the personal obligation of the Owner who owned the Unit at the time the Assessment became due and should not pass to successors in title unless the successor in title agrees to assume the obligation, or if required under applicable law. Successors in title, regardless of how title was acquired, are liable for Assessments which come due while a Unit Owner.

53.7. Insurance Coverages. Association must maintain insurance coverage required by law, such as workmen's compensation insurance. Without limiting or diminishing the responsibilities of the mortgagee under the HUD mortgage insurance contract to obtain and maintain insurance in an amount sufficient to protect the security against the risk or hazards to which the property may be subjected, Association is required, to maintain adequate blanket hazard insurance, property insurance, liability insurance, flood insurance (dependent on flood zone), fidelity bond coverage and workmen's compensation insurance. Association shall comply with all of the insurance requirements set forth in Section 14 of Appendix 24 of HUD Handbook 4265.1, dated as of December 1980, as amended from time to time.

53.8. Rights of Action. Aggrieved Unit Owners and Association shall have rights of action against Unit Owners who fail to comply with the provisions of the Condominium Documents or the decisions made by Association. Unit Owners shall have similar rights of action against Association.

53.9. Reserves. Notwithstanding anything to the contrary set forth in Section 12.6 of this Declaration, Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements as required by the Act, which funds shall be maintained out of regular assessments for Common Expenses.

53.10. Ingress and Egress to Unit. Each Unit Owner has an unrestricted and perpetual right of ingress and egress to his/her Unit. This right passes with each Unit as transfers of ownership of each Unit occur.

53.11. Leases. All leases for the leasing of Units must be in writing and specifically provide that the lease is subject to all of the terms set forth in the Condominium Documents. Unit Owners may not enter into a lease for a term of less than six (6) consecutive months.

53.12. Availability of Documents. During normal business hours, Association shall be required to make available to prospective purchasers, Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Condominium Documents, and the most recent annual audited financial statement, if such is prepared. In addition to the items listed, Association shall be required to make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of rules governing the Condominium, and other books, records and financial statements of Association. The requirement to make documents available shall not be interpreted as a requirement to provide copies at no charge. In the event that copies of the documents are requested, Association may charge for the reasonable costs of copying the documents requested.

53.13. Audited Financial Statements. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, Association shall be required to prepare and furnish within a reasonable time an audited financial statement of Association for the immediately preceding fiscal year.

53.14. Contracts or Leases. Without limiting any applicable requirements set forth in the Act, Association may enter into the following types of agreements so long as Association has a right of termination thereof which is exercisable without penalty at any time after the Turnover Date upon not more than ninety (90) days notice to the other party and any such agreements are for a specific term (*i.e.*, not indefinite):

53.14.1. Any management contract, employment contract or lease of recreational or parking areas or facilities;

53.14.2. Any contract or lease, including franchises and licenses, to which a Developer is a party.

53.15. Developer as Owner. Notwithstanding the Turnover Date requirements set forth in the By-Laws, Developer has the right as a Unit Owner to exercise the votes allocated to Units which Developer owns; provided, however, Developer is subject to the voting restrictions set forth in Section 718.301 of the Florida Statutes.

53.16. Transition Committee. Developer will create a transition committee to provide for and foster early participation of Unit Owners in the management of the Condominium.

53.17. Easement for Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist for as long as the encroachment exists so long as the physical boundaries of the Units are in substantial accord with the description of those that appear in this Declaration.

53.18. Right of First Refusal. Unit Owners may transfer Units free of any right of first refusal restrictions.

53.19. Ownership. Each Unit Owner shall receive a fee simple estate in their respective Unit, along with an undivided share in the Common Elements and the exclusive use of certain Limited Common Elements, as set forth in this Declaration. Any conveyance of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

53.20. Right of Entry Upon Units and Limited Common Elements. Association shall have the irrevocable right to enter upon any Unit and Limited Common Elements to effect emergency repairs, and an irrevocable reasonable right of entry thereupon to perform other repairs, improvements, replacement or maintenance deemed necessary.

53.21. Common Expenses. Without limiting the definition of Common Expenses in Section 2 of this Declaration, HUD requires that the definition of Common Expenses mean expenditures made or liabilities incurred by or on behalf of Association, together with assessments for the creation and maintenance of reserves.

53.22. Foreclosure and Extinguishment of Subordinate Lien. Notwithstanding anything in this Declaration to the contrary, a lien for Assessments pursuant to Section 13.4 of this Declaration shall not be affected by the sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage by an Institutional Lender shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Assessments thereafter becoming due.

53.23. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit in any proceedings, negotiations, settlements or agreements regarding respecting or relating to the settlement on any insurance claims or condemnation awards.

53.24. Allocation of Proceeds. Any and all losses, awards or proceeds from the condemnation, destruction or liquidation of all or part of the Condominium, or from the termination or dissolution of Association, shall be payable to Association, or to the insurance trustee, for the benefit of the Unit Owners and their mortgage holders. The distribution of funds to Unit Owners in connection with the termination of the Condominium should be based on each Unit Owner's share of the undivided percentage interest in the Common Elements and Common Surplus as described in Section 5.1 of this Declaration.

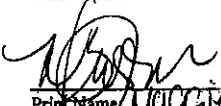
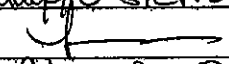
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53.25. Additional Rights of Association. In addition to other rights that Association has, Association has the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 29 day of April, 2008.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

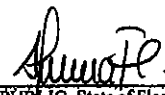

 Print Name: Maggie Sierra

 Print Name: Claudia Ochoa


By: 
 Name: Carlos Gonzalez
 Title: Vice President

STATE OF FLORIDA)
) SS.:
 COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 29 day of April, 2008 by Carlos Gonzalez, as Vice President of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires:


 NOTARY PUBLIC, State of Florida
 Print Name Alma Y. Flores

NOTARY PUBLIC STATE OF FLORIDA
 Alma Y. Flores
 Commission # DD763424
 Expires: FEB. 28, 2012
 BONDING THRU ATLANTIC BONDING CO., INC.

JOINDER

ABC TIMES THREE, LLC

ABC TIMES THREE, LLC ("ABC") does hereby join in the Declaration for the Paloma Lakes Community ("Declaration") to which this Joinder is attached, agrees to the submission of the Condominium Property to the condominium form of ownership in the manner set forth in the foregoing Declaration. ABC further agrees that the terms of the Declaration are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of April, 2008.

WITNESSES:

ABC TIMES THREE, LLC, a Florida
limited liability company

Print Name:

C. Vargas
C. Vargas

Print Name:

N. Lam
N. Lam

By:

Michael Zatterner

Title: Manager

(SEAL)

STATE OF FLORIDA)

SS.:

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 25th day of April, 2008 by Michael Zatterner manager of ABC TIMES THREE, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

C. Vargas
NOTARY PUBLIC, State of Florida

Print Name

C. Vargas



JOINDER

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC. ("Association") does hereby join in and agrees to accept all of the benefits and duties, responsibilities and obligations imposed upon it by the provisions of this Declaration of Condominium for Paloma Lakes Condominium No. 1 and all exhibits attached ("Declaration"). Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29 day of April, 2008.

WITNESSES:

PALOMA LAKES AT CONDOMINIUM NO. 1
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: Maggie Sierra

Print Name: Charles Ochoa

By: Maria Carolina Herrera

Name: Maria Carolina Herrera

Title: President

(SEAL)

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS.:

The foregoing instrument was acknowledged before me this 29 day of April, 2008 by Maria Carolina Herrera as President of PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Alma Y. Flores
Commission # DD763424
Expires: FEB. 28, 2012
BONDED TRAVELERS ATLANTIC BONDING CO., INC.

NOTARY PUBLIC, State of Florida

Print Name: Alma Y. Flores

CONSENT TO
DECLARATION OF CONDOMINIUM
PALOMA LAKES CONDOMINIUM NO. 1

WACHOVIA BANK, N.A., a national banking association ("Wachovia"), the holder of a mortgage ("Mortgage") recorded in Official Records Book 42571, Page 1384 Public Records of Broward County, Florida, which encumbers the Land described in Exhibit 1, does hereby Consent to the Declaration of Condominium for Paloma Lakes Condominium No. 1, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 29 day of April, 2008.

WITNESSES:

WACHOVIA BANK, N.A.
a national banking association

Print Name:

Kim Hunkeler

Print Name:

Paula J. Musso

By:

Myrtha Beckee
Name: Myrtha Beckee
Title: VP

(SEAL)

STATE OF

FL

SS.:

COUNTY OF

Broward

The foregoing instrument was acknowledged before me this 29 day of April, 2008 by Myrtha Beckee as VP of WACHOVIA BANK, N.A., a national banking association, who is personally known to me or who produced _____ as identification, on behalf of the _____.

MY COMMISSION EXPIRES:

Paula J. Musso
NOTARY PUBLIC, State
of Florida
Print Name Paula J. Musso



EXHIBIT 3

ARTICLES OF INCORPORATION

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PAUS 001/009

Florida Dept of State



I certify from the records of this office that PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 13, 2007.

The document number of this corporation is N07000002637.

I further certify that said corporation has paid all fees due this office through December 31, 2007, and its status is active.

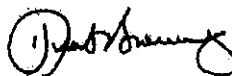
I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 307A00017934-031407-N07000002637-1/1, noted below.

Authentication Code: 307A00017934-031407-N07000002637-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of March, 2007




Kurt S. Browning
Secretary of State

07/14/2007 11:07 PAGE 002/003 Florida Dept of State



I certify the attached is a true and correct copy of the Articles of Incorporation of PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida corporation, filed on March 13, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N07000065359. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000002637.

Authentication Code: 307A00017934-031407-N07000002637-1/1

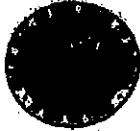
Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
fourteenth day of March, 2007




Kurt S. Browning
Secretary of State

000-200-0001

3/14/2007 11:57 PAGE 003/003 Florida Dept of State



March 14, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.
8151 PETERS RD CROSSROADS BLDG #2
SUITE 1000
PLANTATION, FL 33324

The Articles of Incorporation for PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC. were filed on March 13, 2007, and assigned document number N07000002637. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number N070000065359.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Justin M Shivers
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 307A00017934

P.O BOX 6327 - Tallahassee, Florida 32314

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ARTICLES OF INCORPORATION
FOR
PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)

Paloma Lakes Condominium No. 1
Articles

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Paloma Lakes Condominium No. 1
Articles

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**ARTICLES OF INCORPORATION
FOR
PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

1. **Name.** The name of the corporation shall be Paloma Lakes Condominium No. 1 Association, Inc. (the "Association").
2. **Principal Office.** The principal office of the Association is 8151 Peters Road, Crossroads Building #2, Suite 1000, Plantation, Florida 33324.
3. **Registered Office - Registered Agent.** The street address of the Registered Office of the Association is c/o Duane Morris LLP, 200 South Biscayne Boulevard, Suite 3400, Miami, Florida 33131. The name of the Registered Agent of the Association is:

JEFFREY R. MARGOLIS, P.A.

4. **Definitions.** A declaration entitled Declaration of Condominium for Paloma Lakes Condominium No. 1 (the "Declaration") will be recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of a condominium to be known as Paloma Lakes Condominium No. 1 (the "Condominium"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of the Condominium to be developed on property located in Broward County, Florida, within the Paloma Lakes at Coconut Creek Community. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association.

6. **Powers and Duties.** The powers of the Association shall include and be governed by the following:

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

6.2 **Enforcement.** Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws including, but not limited to, the following:

6.2.1 **Assessments and Special Assessments.** To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

6.2.2 **Real and Personal Property.** To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.

6.2.3 **Insurance.** To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article 12.

Paloma Lakes Condominium No. 1
Articles
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6.2.4 Rules and Regulations. To make and amend reasonable rules and regulations (the "Rules and Regulations") for the maintenance, conservation and use of any Condominium Property and for the health, comfort, safety and welfare of the Unit Owners in the Condominium.

6.2.5 Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations.

6.2.6 Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

6.2.7 Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.

6.2.8 District. To contract with the District for any legal purpose.

6.2.9 Surface Water Management System. To operate and maintain the Surface Water Management System within the Condominium (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SFWMD Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration, as may be amended from time to time, relating to the Surface Water Management System.

7. Unit Owners and Membership.

7.1 Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

7.2 Assignment. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

7.3 Voting. On all matters upon which the Unit Owners shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

7.4 Prior to Recordation of Declaration. Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Broward County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

Paloma Lakes Condominium No. 1
Articles
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9.3 Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

9.4 Current Directors. The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME:</u>	<u>ADDRESS:</u>
Marlene Schrage	8151 Peters Road Crossroads Building #2 Suite 1000 Plantation, Florida 33324
Michael Papale	8151 Peters Road Crossroads Building #2 Suite 1000 Plantation, Florida 33324
Kendall Cummings	8151 Peters Road Crossroads Building #2 Suite 1000 Plantation, Florida 33324

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

<u>PRESIDENT:</u>	Marlene Schrage 8151 Peters Road Crossroads Building #2 Suite 1000 Plantation, Florida 33324
<u>VICE PRESIDENT:</u>	Michael Papale 8151 Peters Road Crossroads Building #2 Suite 1000 Plantation, Florida 33324
<u>SECRETARY/TREASURER:</u>	Kendall Cummings 8151 Peters Road Crossroads Building #2 Suite 1000 Plantation, Florida 33324

11. Incorporator. The name and address of the incorporator is as follows:

Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131

12. Indemnification.

12.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and perproceusional fees, pre-trial and at all levels of proceedings,

Palms Lakes Condominium No. 1
Articles
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including appeals), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

12.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3 Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.4 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals) actually and reasonably incurred by him in connection therewith.

12.5 Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

12.7 Miscellaneous. The indemnification provided by these Articles shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, Declaration, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his heirs and personal representatives of such person.

13. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the By-Laws.

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

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

Paloma Lakes Condominium No. 1
Article 4
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14.2 **Proposal.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

14.3 **Approval.** An amendment shall be approved once it is approved:

14.3.1 by Unit Owners holding a majority of the Voting Interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

14.3.2 by Unit Owners holding eighty percent (80%) of the Voting Interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

14.3.3 prior to the date upon which Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

14.4 **Attendance Not Required.** Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a vote for the purpose of creating a quorum.

14.5 **Limitation.** Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act, the Declaration, or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of such amendment.

14.6 **Recording.** A copy of each amendment shall be filed with the Secretary of State of the State of Florida pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State of the State of Florida shall be recorded in the Public Records of Broward County, Florida.

14.7 **Developer.** The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

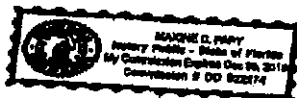
For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation to be effective as of the 12 day of March, 2007.


JEFFREY R. MARGOLIS, as President of
Jeffrey R. Margolis, P.A.

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS.:

The foregoing instrument was acknowledged before me this 12 day of March, 2007 by JEFFREY R. MARGOLIS, as President of Jeffrey R. Margolis, P.A., who is personally known to me.

My commission expires:




NOTARY PUBLIC, State of Florida at Large
Print name: maxine c papp

Valencia Lakes Condominium No. 1
Articles
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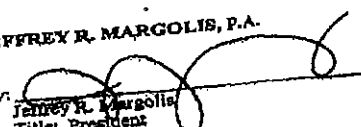
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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 12 day of March, 2007.

JEFFREY R. MARGOLIS, P.A.

By: 
Jeffrey R. Margolis
Title: President

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TALLAHASSEE, FLORIDA

Paloma Lakes Condominium No. 1
Articles
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EXHIBIT 4

BY-LAWS WITH RULES AND REGULATIONS

**BY-LAWS
OF
PALOMA LAKES CONDOMINIUM NO. 1
ASSOCIATION, INC.**

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BY-LAWS
OF
PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.

1. Identity. These are the By-Laws of Paloma Lakes Condominium No. 1 Association, Inc. (the "Association"), a corporation not-for-profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Broward County, Florida, and known as Paloma Lakes Condominium No. 1 (the "Condominium").

2. Definitions. All of the initially capitalized terms used herein shall have the meanings set forth in the Declaration of Condominium for Paloma Lakes Condominium No. 1 (the "Declaration"), unless defined otherwise herein. In addition, the following terms shall have the following meanings:

"Act" shall mean the Florida Condominium Act as it is amended from time to time; provided, however, the Act shall not be incorporated in these By-Laws or in any other document governing the Condominium except as specifically set forth herein.

"Articles" shall mean the Articles of Incorporation for the Association, as the same may be amended from time to time.

"Board" shall mean the Board of Directors of the Association.

"Committee" shall mean any committee created by the Board.

"Condominium Documents" shall mean the Declaration, the Articles, these By-Laws, and the Rules and Regulations, as the same may be amended from time to time.

"Division" shall mean the Division of Florida Land Sales, Condominiums, and Mobile Homes.

"Members Meeting" shall mean any meeting of the Unit Owners held in accordance with these By-Laws and the Act.

"Turnover Date" shall have the meaning set forth in Section 4.2.1 hereof.

3. Members.

3.1 Annual Members Meeting.

3.1.1 Date. The Annual Members Meeting shall be held on the date, at the place, and at the time determined by the Board from time to time.

3.1.2 Purpose and Notice. The purpose of the Annual Members Meeting shall be stated in the notice of the meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) days prior to the Annual Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Annual Members Meeting, all as specifically provided in the Act.

3.1.3 Agenda. The Agenda for an Annual Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: collection of ballots not yet cast; call to order; appointment of a chairman of the Annual Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; appointment of inspectors of election; election of Director(s); reports of committees, unfinished business, new business, and adjournment.

3.2 Special Members Meetings.

3.2.1 How Called. A Special Members Meeting may be called by the President or by a majority of the Board of the Association, and must be called by the President or Secretary upon receipt of a written request from Unit Owners holding a majority of all the Voting Interests of the Association. Additionally, a Special Members Meeting may be called by Unit Owners holding ten percent (10%) of the Voting Interests of the Association to recall a Director or Directors of the Board as permitted by the Act (currently Section 718.112(2)(j) of the Florida Statutes).

3.2.2 Purpose and Notice. Special Members Meetings may be called for any purpose permitted by law. The business conducted at a Special Members Meeting shall be limited to that stated in the notice of the Special Members Meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) continuous days prior to the Special Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Special Members Meeting, all as specifically provided in the Act.

3.2.3 Agenda. The Agenda for a Special Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: collection of election ballots not yet cast; call to order; appointment of a chairman of the Special Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; special items of business, and adjournment.

3.3 Waiver of Notice. Notice of a Members Meeting may be waived by a Unit Owner unless prohibited by the Act.

3.4 Affidavit or Certificate of Mailing. The Association shall include in the official records of the Association an affidavit or certificate of mailing conforming with the requirements of the Act, which are incorporated herein by reference (currently Section 718.112(2)(d)2 of the Florida Statutes).

3.5 Quorum. A quorum at a Members Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast thirty percent (30%) of the Voting Interests of the Unit Owners; provided, however, quorum requirements (or lack thereof) and requirements that a minimum number of ballots be cast for the election of Directors shall be as provided in the Act.

3.6 Voting by Members.

3.6.1 Majority Vote. The acts approved by Unit Owners holding a majority of the Voting Interests of the Association present in person or by proxy at a Members Meeting at which a quorum is present shall be binding upon all Unit Owners except where otherwise provided by law or in the Condominium Documents.

3.6.2 Voting Interests. Each Unit Owner shall be a Member of the Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one (1) vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

3.6.2.1 Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.6.2.2 Trusts. In the event that any trust owns a Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. If the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Unit Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may exercise the Voting Interest associated with such Unit. In the event of a conflict between trustees, the Voting Interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Unit shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.6.2.3 Corporations. If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Unit. If the corporation fails to designate a person to vote, then the President or Vice-President may exercise the Voting Interest associated with such Unit. In the event of a conflict among the officers entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

3.6.2.4 Partnerships. If a Unit is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

3.6.2.5 Multiple Individuals. If a Unit is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Unit. In the event that there is a conflict among such individuals, the Voting Interest for such Unit cannot be exercised.

3.6.2.6 Voting Certificate. If a Unit is owned by more than one individual, a corporation, a partnership or a trust, the Board will require the use of a Voting Certificate identifying the Member with authority to vote on behalf of each such Unit.

3.6.3 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.7 Proxies. Votes may be cast in person or by use of a limited proxy complying with the requirements of the Act. All of the provisions of the Act regarding general and limited proxies are incorporated into these By-Laws by reference (currently Section 718.112(2)(b)2 of the Florida Statutes). A proxy holder need not be

a Unit Owner; provided, however, no person other than a designee of the Developer may hold more than five (5) proxies until after the Turnover Date.

3.8 Adjourned Members Meetings. If any proposed Members Meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the Members Meeting from time to time until a quorum is present, provided notice of the newly scheduled Members Meeting is given in the manner required for the giving of notice of a Members Meeting.

3.9 Action Without a Members Meeting. Unless prohibited by law, any action required to be taken or which may be taken at any Members Meeting may be taken without a Members Meeting, without prior notice, and without a vote of the Members if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Unit Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board with a minimum of three (3) Directors. Notwithstanding the foregoing, the number of Directors may be increased and decreased to any odd number (so long as there are at least three (3) Directors) from time to time by the Developer prior to and including the Turnover Date, and after the Turnover Date upon the vote of Unit Owners holding a majority of the Voting Interests of the Association present in person or proxy at a Members Meeting at which a quorum is obtained. Any change in the number of Directors shall not become effective until the next Annual Members Meeting (e.g., prior to the mailing of any notice required for an election of Directors). Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners.

4.2 Developer's Right to Appoint. The Developer shall have the right to appoint all of the Directors comprising the Board until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the Members of the Board. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

4.2.1 Turnover Date. Unit Owners other than the Developer are entitled and obligated to elect not less than a majority of the Directors comprising the Board no later than the earlier of (the "Turnover Date"):

4.2.1.1 three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners, or

4.2.1.2 three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners, or

4.2.1.3 when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to Unit Owners and none of the others are being offered for sale by the Developer in the ordinary course of business, or

4.2.1.4 when some of the Units have been conveyed to Unit Owners and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4.2.1.5 seven (7) years after recordation of the Declaration, or

4.2.1.6 such earlier date the Developer elects to turn over control of the Association to Unit Owners other than the Developer, in Developer's sole discretion, by causing all of Developer's appointed Directors to resign.

4.2.2 Turnover Meeting. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect one or more Directors to the Board, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give not less than sixty (60) days notice of an election in the manner provided in Section 718.112(2)(d) of the Florida Statutes. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. The election shall proceed as provided in Section 718.112(2)(d) of the Florida Statutes. At the time that Unit Owners other than the Developer elect a majority of the Directors comprising the Board (or not more than ninety(90) days after such election with respect to the audited financial records of the Association), the Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Association held by or controlled by the Developer, and all items required to be turned over by the Act.

4.3 Election of Directors. All of the provisions regarding the election of Directors in the Act and in the Florida Administrative Code are incorporated herein by reference. The Act contains detailed and specific provisions, which may be changed by the Florida legislature from time to time. In general, the Act requires the election of Directors shall be on the same date as the Annual Members Meeting. The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions

of this subsection, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board. The Act and the Florida Administrative Code contain detailed and specific provisions on the manner in which notices must be sent to Unit Owners and the manner in which the elections must actually be held.

4.4 Vacancies and Removal.

4.4.1 Vacancies Generally. Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board occurring between Annual Members Meetings shall be filled by the remaining Directors even if less than a quorum (e.g., one Director remains), provided that all vacancies respecting Directors appointed by the Developer shall be filled by the Developer.

4.4.2 Recall of a Director. Directors may be removed from office in the manner provided for the removal of Directors in the Act. As stated in Section 718.112(2)(f) of the Florida Statutes, as it may be renumbered from time to time, a Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A Special Members Meeting for recall may be called by Unit Owners holding ten percent (10%) of the Voting Interests in the Association. Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting Interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. Directors appointed by the Developer shall not be subject to recall or removal by the Unit Owners.

4.5 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Members Meeting when his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.6 Regular Board Meetings. Regular Board Meetings may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

4.7 Special Board Meetings. Special Board Meetings may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice Requirements for Board Meetings.

4.8.1 Generally. Notice of Board Meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Notice of Board Meetings shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance for the attention of the Unit Owners except in the event of an emergency. Upon notice given by mail or personally to each Unit Owner, the Board shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board meetings, both regular and special, shall be posted.

4.8.2 Agenda. All notices for Board Meetings must specifically incorporate an agenda. Any item not included on the notice may be taken up on an emergency basis by a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular Board Meeting. Notice of Board Meetings at which Assessments shall be considered shall contain a statement that Assessments will be considered and describe the nature of such Assessments.

4.8.3 Additional Notice Requirements for Assessments and Other Special Items. Notwithstanding the above, at any Board Meeting at which there will be proposed, discussed or approved (i) non-emergency Special Assessments, or (ii) amendments to Rules regarding Unit use, additional notice must be mailed or hand delivered to each Unit Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the Board Meeting. Evidence of compliance with the fourteen (14) day notice requirement shall be in the form of an affidavit executed by the person providing notice, which shall be placed in the official records of the Association.

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

4.10 Quorum. A quorum at Board Meetings shall consist of a majority of the Board. The acts approved by a majority of those present at a Board Meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is specifically required by the Condominium Documents.

4.11 Adjourned Board Meetings. If at any proposed Board Meeting there is less than a quorum present, the majority of those present may adjourn the Board Meeting from time to time until a quorum is present, provided notice of such newly scheduled Board Meeting is given as required herein. At any newly scheduled Board Meeting, any business that might have been transacted at the Board Meeting as originally called may be transacted.

4.12 Joinder in Board Meeting by Approval of Minutes. The joinder of a Director in the action of a Board Meeting which such Director had attended by signing and concurring in the minutes of that Board Meeting which such Director had attended shall constitute the approval of that Director of the business conducted at the Board Meeting.

4.13 Presiding Officer. The presiding officer at the Board Meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.14 Committees. The Board may create one or more Committees, appoint Board Members and/or Unit Owners to such Committees, and invest in such Committees such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association or the Condominium. To the extent required by the Act, notice of Committee Meetings shall be given in the same manner as for Board Meetings.

4.15 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.16 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board meeting, except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Director's vote or abstention.

4.17 Unanimous Written Consent. A unanimous written consent setting forth any action to be taken by the Board and signed by all Directors shall be sufficient to constitute the consent and approval to such action by the Board. Nothing in this Section 4.17 shall allow any such action to be taken by the Board without a meeting of the Board to the extent a meeting of the Board is required to be held to take such action under the Act.

5. Minutes of Board and Members Meetings. The minutes of all Board Meetings and Members Meetings shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6. Unit Owners' Right to Participation at Members Meetings, Board Meetings, and Committee Meetings. All Members Meetings, Board Meetings, and Committee Meetings shall be open to Unit Owners. Unit Owners shall have a right to participate at all Members Meetings and Board Meetings as to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Unit Owners shall have the right to tape record or videotape Members Meetings and Board Meetings subject to the reasonable rules adopted by the Division.

7. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida and the Condominium Documents. Such powers and duties shall be exercised in accordance with the Condominium Documents and the Act, and shall include, without limitation, the right, power and authority to:

7.1 Operate and maintain all portions of the Condominium Property other than the Units.

7.2 Convey a portion of the Common Elements to a condemning authority, governmental entity, or a public utility for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7.3 Employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

7.4 Adopt and amend Rules and Regulations concerning the details of the operation and use of the Condominium Property.

7.5 Maintain bank accounts on behalf of the Association and designate the signatories required therefor. The duty to maintain accounting records shall be according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

7.6 Purchase (at a foreclosure sale or otherwise), lease, hold, mortgage, or otherwise acquire Units or other property in the name of the Association or its designee for the use and benefit of the Unit Owners or for use by a resident manager or concierge. Without limiting the foregoing, the Association, when authorized by a majority of the Voting Interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

7.7 Obtain and maintain adequate insurance to protect the Association and the Condominium Property.

7.8 Make repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

7.9 Enforce obligations of the Unit Owners.

7.10 Levy fines where appropriate against Units for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the Declaration, these By-Laws or any other reasonable rules of Association.

7.11 Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, and/or maintenance of the Condominium Property, and to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board and a majority of the Voting Interests of the Unit Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests of the Unit Owners as may be specified in these By-Laws with respect to certain borrowing.

7.12 Contract for the management and maintenance of the Condominium Property and authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Special Assessments, preparation of records, enforcement of Rules and maintenance, repairs and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

7.13 At its discretion, authorize Unit Owners or other persons to use portions of the Common Elements for private parties, gatherings, and other purposes and impose reasonable charges for such private use.

7.14 Grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

7.15 Levy Assessments and Special Assessments against Unit Owners and perform all other fiscal obligations of the Association.

7.16 The irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

7.17 Charge a Use Fee against a Unit Owner for the exclusive or non-exclusive use of all or a portion of the Common Elements or Condominium Property or as otherwise provided by the Declaration.

8. Officers. Officers elected by the Directors appointed by the Developer need not be Unit Owners. All other officers must be Unit Owners. The Board shall elect the officers listed below. Prior to the Turnover Date, any person may hold two (2) or more offices except that the President shall not also serve as the Secretary of the Association at the same time. Prior to the Turnover Date, the Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to properly manage the affairs of the Association.

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

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

8.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

8.4 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall perform all other duties incident to the office of the treasurer of an association and as may be required by the Directors or the President.

9. Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for any service or item to be supplied by such Director or officer; provided, however, management of the Condominium shall be through a company in the business of providing professional management services to associations. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. This provision may only be amended by Unit Owners holding a majority of the Voting Interests in the Association.

10. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

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

11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

11.2 Adoption of Budget by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Condominium complying with Section 718.112(2)(f) of the Florida Statutes, which is incorporated herein by reference.

11.3 Notice of Budget Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the Board Meeting at which the budget will be considered, together with a notice of that Board Meeting indicating the time and place of such meeting.

11.4 Special Membership Meeting on Budget. If a budget is adopted by the Board which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments (as determined by the Act) for the preceding year, as hereinafter defined, upon written application of Unit Owners holding ten percent (10%) of the Voting Interests to the Board, a Special Members Meeting shall be held as provided in the Act (currently Section 718.112(2)(e) of the Florida Statutes, which is incorporated herein by reference).

11.5 Limitation on Developer Approved Budget Increases. As long as the Developer is in control of the Board, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior year's Assessment (as determined pursuant to the Act), without the approval of Unit Owners owning a majority of the Voting Interests (including the Voting Interests of the Developer).

11.6 Collection of Assessments. Assessments shall be collected monthly from the Unit Owners. Assessments may be accelerated as provided in the Declaration and as permitted by the Act. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended and increased at any time by the Board upon compliance with the notice and other requirements of the Act.

11.7 Depository. The depository of the Association shall be such bank or banks in the County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

11.8 Reserve Funds. The provision of the Act respecting reserve funds are incorporated herein.

11.9 Acceleration of Assessment. If a Unit Owner shall be delinquent in the payment of an Assessment, the Board may accelerate the remaining installments of the Assessment as permitted by the Declaration and the Act.

11.10 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for those persons who control or disburse funds of the Association in the amount(s) required by the Act. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.11 Financial Reports. Within ninety (90) days (or as otherwise provided in the Act from time to time) following the end of the fiscal year, or annually on such date as is otherwise provided herein, the Board shall mail, or furnish by personal delivery, to each Unit Owner financial reports complying with the requirements of the Act.

12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all notice purposes until notified in writing of changes therein as provided above.

13. Amendments. Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

13.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Unit Owners holding not less than one-third (1/3) of the Voting Interests of the Association.

13.3 Approval. An amendment shall be approved as follows:

13.3.1 by Unit Owners holding not less than a majority of the Voting Interests in the Association in person or by proxy at a Members Meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

13.3.2 by Unit Owners holding eighty percent (80%) of the Voting Interests of the Association in person or by proxy at a Members Meeting at which a quorum has been attained; or

13.3.3 prior to the date that Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

13.4 Developer's Consent. Notwithstanding Section 13.3, so long as Developer is offering Units in the Condominium for sale in the ordinary course of business, an amendment of these By-Laws, which may be detrimental to the sale of Units by Developer shall not be effective without the written consent of Developer. Developer shall have the absolute right to consent or withhold consent to such an amendment for any reason whatsoever.

13.5 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

13.6 No Amendments Adverse to the Developer. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of the Developer. No Amendment shall be made that is in conflict with the Articles or Declaration.

13.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice President with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Broward County.

13.8 Procedure. The Act contains certain procedural requirements for amendments to By-Laws, all of which are incorporated herein by reference.

14. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules and Regulations. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rules and Regulations be adopted which would prejudice the rights reserved to the Developer. The initial Rules and Regulations adopted by the Board together with these Bylaws, are attached hereto as Schedule A.

15. Mandatory Nonbinding Arbitration. The provisions of the Section 718.1255 of the Florida Statutes (as it may be renumbered or amended) respecting mandatory nonbinding arbitration are incorporated into and made part of these By-Laws.

16. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

17. Transfer Fees. The Association may charge up to the maximum transfer fees permitted by the Act. The Association may require that a prospective lessee place a security deposit in the amount permitted by the Act into an escrow account with the Association, subject to the requirements of the Act.

18. Construction and Conflicts. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. In the event that these By-Laws conflict with the Articles, the Articles shall control. In the event that the Articles conflict with the Declaration, the Declaration shall control. This provision may not be amended.

19. Written Inquiries from Unit Owners. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the Unit Owner, notify the Unit Owner that a legal opinion has been requested, or notify the Unit Owner that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the Unit Owner. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the Unit Owner. The failure to provide a substantive response to the Unit Owner as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

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

21. HUD Provisions. So long as required in connection with HUD financing the purchase of a Unit, the following provisions shall supersede other provisions herein to the contrary:

21.1 Condominium Documents. The Association shall have current copies of the Condominium Documents and any other documents concerning the Condominium as well as the Association's own books, records and financial statements available for inspection by Unit Owners or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the Condominium. The documents shall be available for inspection during normal business hours.

21.2 Officers. The affairs of the Association shall be administered by the officers holding the offices designated in Section 8 above. The officers shall be elected by the Board and shall serve at the pleasure of the Board.

21.3 Turnover Date. Unit Owners other than the Developer are entitled and obligated to elect not less than a majority of the Directors comprising the Board no later than the earlier of (the "Turnover Date"):

21.3.1 three (3) years after fifty percent (50%) of the Units that will be operated ultimately by Association have been conveyed to Unit Owners; or

21.3.2 three (3) months after ninety percent (90%) of the Units in the Condominium have been conveyed to Unit Owners; or

21.3.3 when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

21.3.4 when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

21.3.5 seven years after recordation of the Declaration; or

21.3.6 four (4) months after seventy-five percent (75%) of the Units in the Condominium have been conveyed to Unit Owners; or

21.3.7 three (3) years after the first Unit in the Condominium is conveyed; or

21.3.8 such earlier date the Developer elects to turn over control of the Association to Unit Owners other than the Developer, in Developer's sole discretion, by causing all of Developer's appointed Directors to resign.

SCHEDULE A

RULES AND REGULATIONS FOR
PALOMA LAKES CONDOMINIUM NO. 1

**RULES AND REGULATIONS FOR
PALOMA LAKES CONDOMINIUM NO. 1**

The following Rules and Regulations govern Paloma Lakes Condominium No. 1. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Paloma Lakes Condominium No. 1. These Rules and Regulations have been promulgated by the Board, and are subject to change from time to time.

1. The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.
2. The personal property of Unit Owners must be stored in their respective Units.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies, porches, patios, and terraces, if any, or on any Common Elements except for designated trash areas, if any. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind; or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, porches, patios, terraces, if any, or other portions of the Condominium Property.
4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the balconies, patios, terraces, if any, or upon the Common Elements.
5. All refuse must be deposited and tied in plastic bags and placed in areas designated for such purpose by Developer.
6. No barbecuing shall be permitted on the Condominium Property.
7. Unit Owner shall not make or permit any disturbing noises in the Unit by Unit Owner or Unit Owner's family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other residents. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice, lettering or descriptive design shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a Unit or in, on or upon any part of the Condominium Property, except signs used or approved by Association. No "FOR SALE" or "FOR RENT" or similar signs or notices of any kind shall be displayed or placed upon any part of a Unit by Unit Owner other than Developer and Association.
10. Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If a lock is altered or a new lock installed, Unit Owner shall provide Association with an additional key.
11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
12. Employees of Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees of Association.
13. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage, and furnish Association with the name(s) of such firm or individual.

14. The Board has the right to adopt hurricane shutter specifications from time to time.
15. Food and beverages may not be consumed outside of a Unit except on the balconies, patios, terraces, and which are Limited Common Elements appurtenant to the Unit.
16. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, porches, patios, terraces, if any, or windows of the Building; provided, however, an American flag and official flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Curtains and drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure, glass enclosure, roll-up shutters or the like, to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Board.
17. Unit Owners and occupants of Units shall park their bicycles and tricycles only within the Unit in an area where such items are not visible from the exterior of the Building.
18. These Rules and Regulations shall not apply to the Developer, nor its agents or employees, and contractors, nor to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Institutional First Mortgagees, unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

PALOMA LAKES COMMUNITY ASSOCIATION

AMENDMENTS

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

FIRST AMENDMENT TO DECLARATION FOR PALOMA LAKES COMMUNITY

THIS FIRST AMENDMENT TO DECLARATION FOR PALOMA LAKES COMMUNITY (this "First Amendment") is made by Lennar Homes, LLC, a Florida limited liability company, ("Developer"), and joined in by Paloma Lakes Community Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration for Paloma Lakes Community on April 30, 2008 in Official Records Book 45323, Page 1486 of the Public Records of Broward County, Florida (the "Declaration") respecting Paloma Lakes Community (the "Community").

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date (as defined in the Declaration), Developer has the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

D. Developer wishes to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Plan of Development. Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

3. Plan of Development.

3.1 Generally. The planning process for Paloma Lakes Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Paloma Lakes Community and adjacent property owned by Developer and/or ABC into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping

centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of Paloma Lakes Community as finally developed.

3.2 Association's Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Units, (ii) the development and conveyance of the Common Areas, and (iii) master land development requirements. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

5. Animals. Section 12.3 of the Declaration is hereby modified as follows:

12.3 No animals of any kind shall be raised, bred or kept within Paloma Lakes Community for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets in accordance with the Rules and Regulations established by the Board from time to time unless such animals are of a breed prohibited by the City, County or other governmental entity; ~~provided that each Owner shall have no more than two (2), in the aggregate, cats and dogs with a total weight of no more than seventy (70) pounds.~~ Each Owner understands that the individual Condominiums may have more restrictions on pets than the Association. No pet shall be permitted in the Common Areas unless such pet is on a leash. No pet or animal shall be "tied out" on the exterior of the Unit or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Unit. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate and urinate only in the "pet walking" areas within the Paloma Lakes Community designated for such purpose, if any. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section. If Association determines that a pet is a nuisance, such pet shall be removed from Paloma Lakes Community notwithstanding the opinion of any Condominium Association or any Unit Owners.

6. Collateral Assignment of Rents and Leases. Section 12.22 of the Declaration is hereby modified as follows:

12.22 Leases. Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Unit. Individual rooms of a Unit may not be leased on any basis. No transient tenants may be accommodated in a Unit. All leases or occupancy agreements shall be in writing and a copy of all leases of Units shall be provided to Association. All leases shall provide (or if not provided, shall automatically be deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Paloma Lakes Community or administered by Association. Effective as of the date of recording of the First Amendment to this Declaration, each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Unit is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Unit); and/or (ii) pursuing any and all legal remedies available

against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Leasing of Units shall also be subject to prior written approval of Association, as more particularly explained in Section 23 hereof. No Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than three (3) months. No subleasing or assignment of lease rights by the tenant is permitted. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. All leases shall also comply with and be subject to the provisions of Section 23 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Unit receives in-home care by a professional caregiver residing within the Unit.

7. Cost of Insurance. Section 14.6 of the Declaration is hereby modified as follows:

14.6 Cost of Payment of Premiums Insurance. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred during the guarantee period which result from a natural disaster or an act of God occurring during such guarantee period, which are not covered by proceeds from insurance maintained by Association (i.e., the costs of any deductible, the costs incurred which are in excess of the Association's coverage, etc.), shall not be Operating Costs (and as such, are not part of the Developer's deficit funding obligation under its guarantee, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.

8. Association's Rights. The following language is hereby added to the Declaration as Section 15.1.10:

15.1.10 The right of Association to evict occupants, tenants, guests and invitees as provided in this Declaration.

9. Deficit Funding, Shortfalls and Surpluses. Section 16.9 of the Declaration is hereby amended as follows:

16.9 Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Units conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("Developer's Option") to either (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all Monthly Assessments due from Owners and other income received by Association pursuant to Section 16.9.1 of the Declaration or (ii) to pay Monthly Assessments on Units owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not

~~timely paid, which have not been reimbursed to Developer prior to and including the Turnover Date; Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than on or prior to and including the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Units owned by Developer or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.~~

10. Appointment of Receiver. Section 16.19 of the Declaration is hereby modified as follows:

16.19 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board) may be levied. In addition, any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Unit and collect the unpaid amounts. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien. Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner, if the Owner remains in possession of a Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Any payment received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorney's fees incurred in collection the Assessment. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Unit.

11. Government Approval. The following language is hereby added to the Declaration as Section 18.19:

18.19 Government Approval. Each Owner acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of Paloma Lakes

Community and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without ACC approval, constructs any improvements or makes any changes to his or her Unit without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Unit caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

12. Fines and Suspensions. Section 19.6 of the Declaration is hereby modified as follows:

19.6 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD.

13. Notice. Section 19.6.2 is hereby modified as follows:

19.6.2 A fine or suspension may be imposed without notice where an Owner has failed to pay Assessments and/or other charges when due. No other A fines or suspensions may ~~not~~ be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

14. Right to Evict. The following language is hereby added to the Declaration as Section 19.7:

19.7 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Unit or any portion of Paloma Lakes Community, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Unit, if such person

shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of Paloma Lakes Community in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave Paloma Lakes Community and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave Paloma Lakes Community and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Unit as an Individual Assessment.

15. Modification. Section 20.2 of the Declaration is hereby modified as follows:

20.2 Modification. The development and marketing of Paloma Lakes Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Paloma Lakes Community to, as an example and not a limitation, amend the Master Site Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

16. Access Control. Section 20.12 of the Declaration is hereby modified as follows:

20.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER DEVELOPER, ANY BUILDER, ASSOCIATION NOR ANY CONDOMINIUM ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PALOMA LAKES COMMUNITY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

17. Access Control. The following language is hereby added to the Declaration as Section 20.17:

20.17 Developer's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Developer shall have the unilateral right to control the operation of the community gates, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Developer.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

18. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 23rd day of April, 2009.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

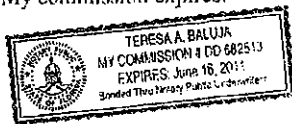
Maria Gonzales
Print Name: Maria Gonzales
Carla Juncos
Print Name: Maria Juncos

By: [Signature]
Name: Carlos S. Gonzalez
Title: Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS.:

The foregoing instrument was acknowledged before me this 23rd day of April, 2009, by Carlos Gonzalez, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa A. Baluja

JOINDER

PALOMA LAKES COMMUNITY ASSOCIATION, INC.

PALOMA LAKES COMMUNITY ASSOCIATION, INC. ("Association"), does hereby join in the First Amendment to Declaration for Paloma Lakes Community (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN-WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of April, 2009.

WITNESSES:

PALOMA LAKES COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit corporation

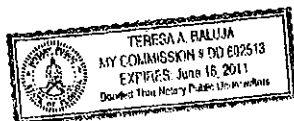
Maria Gonzalez
Print Name: Maria Gonzalez
Janice Turner
Print Name: Janice Turner

By: Maria Carolina Herrera
Name: Maria Carolina Herrera
Title: President
{SEAL}

STATE OF FLORIDA)
COUNTY OF Miami Dade SS.:

The foregoing instrument was acknowledged before me this 23rd day of April, 2009 by Maria Carolina Herrera, as President of PALOMA LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



Teresa A. Baluja
NOTARY PUBLIC, State of Florida
Print Name: Teresa A. Baluja

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

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OR BK 47157 Pages 1168 - 1170
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DEPUTY CLERK 3540
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SECOND AMENDMENT TO DECLARATION FOR PALOMA LAKES COMMUNITY

THIS SECOND AMENDMENT TO DECLARATION FOR PALOMA LAKES COMMUNITY (this "Second Amendment") is made by Lennar Homes, LLC, a Florida limited liability company, ("Developer"), and joined in by Paloma Lakes Community Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration for Paloma Lakes Community on April 30, 2008 in Official Records Book 45323, Page 1486 of the Public Records of Broward County, Florida (the "Original Declaration") respecting Paloma Lakes Community (the "Community"). On May 5, 2009, Developer recorded that certain First Amendment to Declaration for Paloma Lakes in Official Records Book 46200, at Page 1376 of the Official Records of Broward County, Florida (the "First Amendment"). The Original Declaration and the First Amendment shall hereinafter collectively be referred to as the "Declaration".

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date (as defined in the Declaration), Developer has the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

D. Developer wishes to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.

2. Conflicts. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined term "Monthly Assessments" is hereby deleted in its entirety and replaced with the term "Installment Assessments" and all references to "Monthly Assessments" in the Declaration shall now refer to "Installment Assessments."

4. Assessments. Section 16.2.1 of the Declaration is hereby modified as follows:

16.2.1 Any monthly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Installment Assessments"). Installment Assessments may be charged to Owners on a monthly, quarterly, annual or other basis as determined by the Board from time to time in its sole and absolute discretion;

5. Deficit Funding, Shortfalls and Surpluses. Section 16.9 of the Declaration is hereby amended as follows:

16.9 Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Units to be included in the Paloma Lakes Community, or upon the number of Units conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("Developer's Option") to either (i) fund all or any portion of the shortfall in Monthly-Installment Assessments not raised by virtue of all Monthly Installment Assessments due from Owners and other income received by Association pursuant to Section 16.9.1 of the Declaration or (ii) to pay Monthly-Installment Assessments on Units owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined), or, in Developer's sole and absolute discretion, pursuant to terms and conditions (e.g., payment plan) approved by Developer. Developer shall never be required to (i) pay Monthly-Installment Assessments if Developer has elected to fund the deficit instead of paying Monthly-Installment Assessments on Units owned by Developer, or (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

6. Covenant. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 20 day of April, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

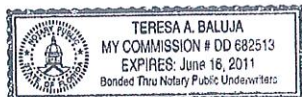
Print Name: Angie Rodriguez
Janile Junco
Print Name: JAMILE JUNCO

By: [Signature]
Name: Carlos Gonzalez
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 20th day of April, 2010, by Carlos Gonzalez, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification on behalf of the company.

My commission expires:



NOTARY PUBLIC, State of Florida at Large
Print Name: Teresa Baluja

JOINDER

PALOMA LAKES COMMUNITY ASSOCIATION, INC.

PALOMA LAKES COMMUNITY ASSOCIATION, INC. ("Association"), does hereby join in the Second Amendment to Declaration for Paloma Lakes Community (the "Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20 day of APRIL, 2010.

WITNESSES:

PALOMA LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: Angel Rodriguez
[Signature]
Print Name: JAMILE JUNCO

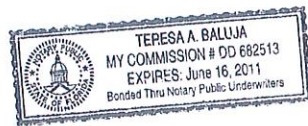
[Signature]
By: [Signature]
Name: Maria Carolina Herrera
Title: President

{SEAL}

STATE OF FLORIDA)
COUNTY OF Miami Dade SS.:

The foregoing instrument was acknowledged before me this 20th day of April, 2010 by Maria Carolina Herrera, as President of PALOMA LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, or who produced as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida

Print Name: Teresa Baluja

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

THIRD AMENDMENT TO DECLARATION FOR PALOMA LAKES COMMUNITY

THIS THIRD AMENDMENT TO DECLARATION FOR PALOMA LAKES COMMUNITY (this "Third Amendment") is made by Lennar Homes, LLC, a Florida limited liability company, ("Developer").

RECITALS

A. Developer recorded that certain Declaration for Paloma Lakes Community on April 30, 2008 in Official Records Book 45323, at Page 1486 of the Public Records of Broward County, Florida (the "Original Declaration") respecting Paloma Lakes Community (the "Community"). On May 5, 2009, Developer recorded that certain First Amendment to Declaration for Paloma Lakes Community in Official Records Book 46200, at Page 1376 of the Official Records of Broward County, Florida (the "First Amendment"). On June 18, 2010, Developer recorded that certain Second Amendment to Declaration for Paloma Lakes Community in Official Records Book 47157, at Page 1168 of the Official Records of Broward County, Florida (the "Second Amendment"). The Original Declaration, the First Amendment and the Second Amendment shall hereinafter collectively be referred to as the "Declaration".

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date (as defined in the Declaration), Developer has the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

D. Developer wishes to amend the Declaration as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined terms are hereby supplemented and modified as follows:

"Garage" means any enclosed parking garage located within a Condominium Building or Townhome Building.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Townhomes which is placed on the dividing line or lot line between such Townhomes.

"Party Roof" shall mean any roof built as part of the construction of two or more Townhomes, which Townhomes are connected by one or more Party Walls.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominiums and/or Townhomes. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Townhome" shall mean each Unit within Paloma Lakes that is part of a Townhome Building.

"Townhome Building" shall mean a single structure containing multiple Townhomes in which the Townhomes are separated by Party Walls.

"Unit" shall mean a condominium unit and all appurtenances thereto forming part of a Condominium within the Paloma Lakes Community or a Townhome forming part of a Townhome Building within the Paloma Lakes Community. The term "Unit" includes any interest in land, improvements, or other property appurtenant to the Unit, if any.

4. Landscaping. Section 10.3 of the Declaration is hereby modified as follows:

10.3 Landscaping. Association shall at all times maintain and replace all Landscaping within the Common Areas, with such cost and expense being an Operating Cost of the Association. In addition, the Association shall maintain Landscaping located on the exterior perimeter of Townhome Buildings and Buildings on Condominium Property, the costs of which shall be also be included in Operating Costs; provided, however, Association shall have no obligation to maintain any landscaping, decorative or otherwise, within the interior portions of any Townhome or Condominium or any balconies or terraces of any Townhome Building or Condominium Building. Association shall be responsible for the maintenance of the sprinkler systems serving Paloma Lakes Community. All root pruning, fertilization, edging, and irrigation of Common Areas shall be the responsibility of Association. All of the foregoing costs and expenses shall be part of the Operating Costs of Association.

5. Exterior Paint for Townhomes. The following language is hereby added to the Declaration as Section 10.13:

10.13 Duty to Paint Exterior of Townhomes. Association shall be responsible for repainting the exterior of each Townhome within Paloma Lakes, at such time as Association deems such repainting necessary or desirable in its sole discretion, and the costs of same shall be charged as an Individual Assessment to each Owner whose Townhome is repainted in accordance with this Section to the extent the same is not available as part of the Operating Costs.

6. Insurance Respecting Townhomes. The following language is hereby added to the Declaration as Section 14.8

14.8 Townhomes.

14.8.1 Requirement to Maintain Insurance. Each Owner of a Townhome shall be required to obtain and maintain adequate insurance of his or her Townhome. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Townhome as applicable, remove the debris, and to resod and landscape land comprising the Townhome. Upon the request of Association, each Owner of a

Townhome shall be required to supply the Board with evidence of insurance coverage on his or her Townhome which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner of a Townhome to comply with his or her obligations hereunder.

14.8.2 Requirement to Reconstruct or Demolish. In the event that any Townhome is destroyed by fire or other casualty, the Owner of such Townhome shall do one of the following: the Owner shall commence reconstruction and/or repair of the Townhome ("**Required Repair**"), or Owner shall tear the Townhome down, remove all the debris, and resod and landscape the property comprising the Townhome as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Townhome. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Townhome within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

14.8.3 Townhome Buildings. Any Owner of a Townhome must have the written agreement of all of the Owners of Townhomes within such Owner's Townhome Building before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Townhomes within a Townhome Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Townhome within such Townhome Building and all Owners of damaged or destroyed Townhomes within such Townhome Building shall perform Required Repair with respect to such Townhomes.

14.8.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Paloma Lakes.

14.8.5 Additional Rights of Association. If an Owner of a Townhome refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Townhome. Association shall have the absolute right to perform the Required Demolition to a Townhome pursuant to this Section if any contractor certifies in writing to Association that such Townhome cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

14.8.6 Association has no Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner of a Townhome should an Owner fail for any reason whatsoever to obtain insurance coverage on a Townhome. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

7. Reserves. Section 16.2.4 of the Declaration is hereby modified as follows:

16.2.4 Assessments of any kind for the creation of reasonable reserves for the periodic maintenance, repair and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. In addition to the foregoing, Association may, but shall not be obligated to, charge Owners of Townhomes different amounts than Owners of Units within Condominium Buildings as the Reserves that may be established, from time to time, for repairs, replacement and maintenance of Townhome Buildings may differ from those of Condominium Buildings; and

8. Notice. Section 19.6.2 is hereby modified as follows:

19.6.2 ~~A fine or suspension may be imposed without notice where an Owner has failed to pay Assessments and/or other charges when due. No other~~ Unless otherwise provided by Florida law, no fines or suspensions may be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

9. Party Walls and Party Roofs. The following language is hereby added to the Declaration as Sections 31 and 32, respectively:

31. Party Walls.

31.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Paloma Lakes which are built by Developer as part of the original construction of the Townhome Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including without limitation, any Party Wall, shall protrude over an adjoining Townhome, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

31.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

31.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Townhomes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

31.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

31.2.3 Alterations. The Owner of a Townhome sharing a Party Wall with an adjoining Townhome shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

31.2.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

31.2.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes sharing the Party Wall.

32. Party Roofs.

32.1 General Rules of Law Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within Paloma Lakes which are built by Developer as part of the original construction of the Townhomes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Townhome, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility or Party Roof. The foregoing shall also apply to any replacements of Party Roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

32.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

32.2.1 Generally. Owners shall maintain the Party Roofs and the cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Townhomes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

32.2.2 Failure to Contribute. In the event that an Owner fails or refuses to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, any Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs, replacements and/or maintenance are made to the Party Roof and the suit

thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

32.2.3 Alterations. Subject to applicable building codes, the Owner of a Townhome sharing a Party Roof with an adjoining Townhome shall not make any alterations, additions or structural changes in the Party Roof without the written consent of the ACC.

32.2.4 Easements. Each Owner sharing a Party Roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes sharing the Party Roof.

10. Covenant. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 7th day of July, 2010.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: R. H. R. R. R.

By: [Signature]

Name: Carlos Gonzalez

Title: Vice-President

Print Name: Olga Hernandez

STATE OF FLORIDA)
) SS.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 7th day of July, 2010, by Carlos Gonzalez, as Vice-President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa Baluja



JOINDER

PALOMA LAKES COMMUNITY ASSOCIATION, INC.

PALOMA LAKES COMMUNITY ASSOCIATION, INC. ("Association"), does hereby join in the Third Amendment to Declaration for Paloma Lakes Community (the "Third Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2nd day of July, 2010.

WITNESSES:

Amanda Naldjett

Print Name: Amanda Naldjett

Gamile Junco

Print Name: Gamile Junco

PALOMA LAKES COMMUNITY
ASSOCIATION, INC., a Florida not-for
profit corporation

By: Maria Carolina Herrera

Name: Maria Carolina Herrera
Title: President

{SEAL}

STATE OF FLORIDA)

COUNTY OF Manatee

SS.:

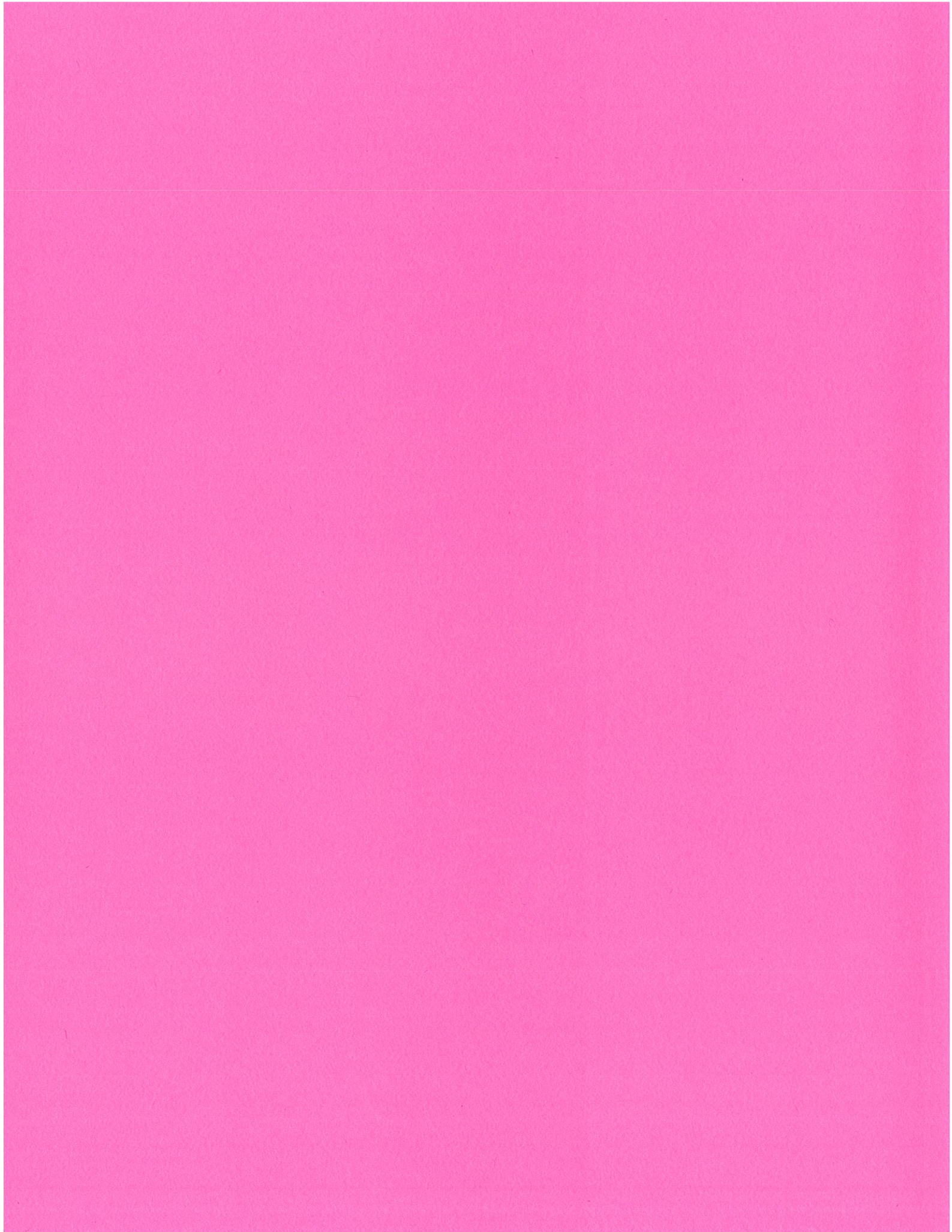
The foregoing instrument was acknowledged before me this 2nd day of July, 2010 by Maria Carolina Herrera, as President of PALOMA LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name: Teresa Baluja





PALOMA LAKES COMMUNITY ASSOCIATION

DOCUMENTS

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

BEN SOLOMON, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

**DECLARATION
FOR
PALOMA LAKES COMMUNITY**

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Exhibits

1. Legal Description of Paloma Lakes Community
2. Articles of Incorporation
3. By-Laws
4. SFWMD Permit

**DECLARATION
FOR
PALOMA LAKES COMMUNITY**

THIS DECLARATION FOR PALOMA LAKES COMMUNITY (this "Declaration") is made by Lennar Homes, LLC, a Florida limited liability company ("Lennar"), joined in by Paloma Lakes Community Association, Inc., a Florida not-for-profit corporation ("Association") and ABC Times Three, LLC, a Florida limited liability company ("ABC"), and consented to by Wachovia Bank, N.A., a national banking association.

R E C I T A L S

A. Lennar and/or ABC is the owner of the real property in Broward County, Florida ("County"), as more particularly described in Exhibit 1 attached to and made a part of this Declaration ("Paloma Lakes Community").

B. Subject to the terms of this Declaration, Lennar presently intends (although Lennar does not obligate itself) to develop a community upon the real property described in Exhibit 1 and such other properties as Lennar and/or ABC may, without obligation, subject to this Declaration from time to time.

C. Lennar may unilaterally, in its sole and absolute discretion, from time to time, elect to: (i) subject additional properties to this Declaration or withdraw portions of properties from this Declaration; (ii) amend this Declaration; and/or (iii) impose additional covenants, conditions and restrictions not set forth in this Declaration on such additional portions of property.

D. Association is the owners association for the Paloma Lakes Community and is responsible for the administration, enforcement and performance of certain duties under this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Lennar and ABC hereby declares that the Paloma Lakes Community, together with such additions to the Paloma Lakes Community as are subsequently made pursuant to Article 5 of this Declaration, shall be owned, held, transferred, sold, conveyed, used, leased, mortgaged, occupied and improved subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens created or provided for by this Declaration, which shall run with the Paloma Lakes Community or any part thereof.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ABC" shall mean ABC Times Three, LLC, a Florida limited liability company, its successors and assigns.

"ACC" shall mean the Architectural Control Committee established pursuant to Section 18 hereof.

"Access Control System" shall mean any system intended to control access and/or enhance the welfare of the Paloma Lakes Community.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16 hereof.

"Association" shall mean Paloma Lakes Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, and the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of Association.

"Bulldozer" shall mean any person or entity that purchases a portion of the Paloma Lakes Community from Developer for the purpose of constructing one or more Units.

"By-Laws" shall mean the By-Laws of Association in the form attached to and made a part of this Declaration as Exhibit 3, as amended from time to time.

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per channel or per program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, individual satellite, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"City" shall mean the City of Coconut Creek, its agencies, divisions, departments and attorneys or agents authorized to act on its behalf.

"Common Areas" shall mean all real property interests and personalty within Paloma Lakes Community designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within the Paloma Lakes Community. The Common Areas may include, without limitation, open space areas, retention areas, berms grading, exfiltration trenches, control structures, catch basins, manholes, headwalls, vegetation, retaining walls, drainage pipes, drainage channels, recreational facilities, electronic barrier arm, internal buffers, perimeter buffers, or landscape easement areas, Landscaping, improvements, easement areas owned by others, additions, irrigation pumps, irrigation areas, entrance features, private roads, irrigation lines, the Surface Water Management System, lights, lakes, canals, swales, wall(s), sidewalks, wing walls, swale areas, dry retention areas, roads, parking areas, lights, a pool, cabanas, clubhouse, a community monitoring system, commonly used utility facilities, project signage, and other lighting. The Common Areas do not include any portion of the Paloma Lakes Community now or subsequently submitted to condominium form of ownership. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Common Elements" shall mean any "Common Elements," as defined in a Declaration of Condominium, for any Condominium now or subsequently located within the Paloma Lakes Community.

"Community Completion Date" shall mean the date upon which all Units in the Paloma Lakes Community as ultimately planned and as fully developed, have been conveyed by Developer to Owners.

"Community Plan" shall mean collectively the full or partial concept plan for the development of Paloma Lakes Community as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Community Plan is subject to change as set forth herein. The Community Plan is not a representation by Developer as to the development of Paloma Lakes Community or its amenities, as Developer reserves the right to amend all or part of the Community Plan from time to time.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18.4 hereof.

"Condominium" shall mean any condominium located upon Condominium Property.

"Condominium Association" means any condominium association responsible for operating, managing and maintaining a Condominium.

"Condominium Building" means each building forming a part of a Condominium.

"Condominium Declaration" shall mean any declaration recorded in the Public Records governing a Condominium, including, without limitation, any declaration of condominium. No Condominium Declaration shall be effective unless and until approved by Developer, which approval shall be evidenced by Developer's execution of, or joinder in, such Condominium Declaration, if any.

"Condominium Property" means any portion of the Paloma Lakes Community now or subsequently submitted to condominium form of ownership.

"Contractors" shall have the meaning set forth in Section 18.11.2 hereof.

"County" shall mean Broward County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration, together with all amendments, supplements and modifications of this Declaration.

"Developer" shall mean Lennar and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Notwithstanding any assignment of the Developer's rights under this Declaration (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the

Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

"FCC" shall have the meaning set forth in Section 12.29 hereof.

"Garage" means any enclosed parking garage located within a Condominium Building.

"Indemnified Parties" shall have the meaning set forth in Section 9.8.6 hereof.

"Individual Assessments" shall have the meaning set forth in Section 16.2.5 hereof.

"Initial Contribution" shall have the meaning set forth in Section 16.12 hereof.

"Landscaping" shall mean all landscaping within the Paloma Lakes Community, including landscaping shown on **Exhibit 5**.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit; (ii) Developer and its affiliates, to the extent Developer or any of its affiliates finances the purchase of a Unit initially or by assignment of an existing mortgage; and (iii) any lender advancing funds to Developer for the acquisition and/or development of any portion of the Paloma Lakes Community.

"Lennar" shall mean Lennar Homes, LLC, a Florida limited liability company, its successors and/or assigns.

"Management Company" shall have the meaning set forth in Section 9.7 hereof.

"Member" means the persons and entities entitled to membership in the Association as provided in this Declaration and the Developer.

"Master Site Plan" shall mean collectively any full or partial concept plan for the development of the Paloma Lakes Community, as amended from time to time. The Master Site Plan is subject to change as set forth herein. The Master Site Plan is not a representation by Developer as to the development of the Paloma Lakes Community or its amenities, as Developer reserves the right to amend all or part of the Master Site Plan from time to time.

"Monthly Assessments" shall have the meaning set forth in Section 16.2.1 hereof.

"NFIP" shall have the meaning set forth in Section 14.1.2 hereof.

"Non-Conforming Pavers" shall have the meaning set forth in Section 9.12.

"NSID" shall mean the North Springs Improvement District.

"Operating Costs" shall mean all costs and expenses of the Association relating, directly or indirectly, to the ownership, operation, administration, management, insurance, maintenance, repair, replacement and/or alteration of the Common Areas. Operating Costs may include, without limitation, all costs of ownership (to the extent that the Common Areas are owned by Association); janitorial services for the Common Areas, operation; administration; all amounts payable by Association; all amounts required to maintain all lighting within the Common Areas; all amounts required to maintain the Surface Water Management System; all community lighting including up-lighting and Condominium entrance lighting (if not the obligation of a Condominium Association); all amounts payable in connection with any private street lighting agreement between Association and FPL and/or other utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Unit. The term "Owner" shall not include Developer or Builders until the Turnover Date, or a Lender.

"Paloma Lakes Community" shall initially mean the community located on the property described in **Exhibit 1** to this Declaration (including all improvements thereon), plus whatever portions of adjacent or nearby properties (together with improvements thereon) that Lennar declares as part of the Paloma Lakes Community in any amendment to this Declaration, less whatever portions of such property (together with improvements thereon) that are declared to be withdrawn from the provisions of this Declaration or in any amendment to this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of the Paloma Lakes Community.

"Parking Areas" shall mean all exterior parking spaces and related paved areas that provide vehicular ingress and egress to and from, and parking within, the Paloma Lakes Community, exclusive of any Garages located on Condominium Property. All Parking Areas are part of the Common Areas of the Paloma Lakes Community.

"Permit" shall mean Permit No. 06-00551-S-91 issued by SFWMD, a copy of which is attached to this Declaration as **Exhibit 4**.

"Plat" shall mean the plat of Paloma Lakes Community, if any, and any plat of any portion of Paloma Lakes Community filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Records" shall mean the Public Records of Broward County, Florida.

"Resale Contribution" shall have the meaning set forth in Section 16.13 hereof.

"Reserves" shall have the meaning set forth in Section 16.2.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing the Paloma Lakes Community as adopted by the Board from time to time.

"SFWMD" shall mean the South Florida Water Management District.

"Shared Walkways" shall mean exterior sidewalks and walkways located from time to time upon the Common Areas of the Paloma Lakes Community. All Shared Walkways shall be part of the Common Areas under this Declaration.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominiums. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"Title Documents" shall have the meaning set forth in Section 28 hereof.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Turnover Date" shall mean the date on which Developer transfers control of Association to the Owners. Without limiting the foregoing, Developer shall never be obligated to transfer control of Association prior to the date currently required by law.

"Unit" shall mean a condominium unit and all appurtenances thereto forming part of a Condominium within the Paloma Lakes Community. The term "Unit" includes any interest in land, improvements, or other property appurtenant to the Unit.

"Use Fees" shall have the meaning set forth in Section 16.2.3 hereof.

"Violations Committee" shall have the meaning set forth in Section 19.6.2.

3. Plan of Development. Subject to the Title Documents, Developer may wish and has the right, but not the obligation, to develop the Paloma Lakes Community and adjacent property now or hereafter owned by Developer and/or ABC into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Paloma Lakes Community as finally developed.

4. Amendments.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer without the prior written consent of Developer, as applicable, which consent may be withheld or delayed for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 9.15.2 which benefits the SFWMD and/or the NSID. No amendment shall be effective until it is recorded in the Public Records.

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

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Paloma Lakes Community; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Units, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Units conveyed to Owners provided that such easements do not prohibit the use of such Units as residential homes. In the event that Association shall desire to amend this Declaration on or prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times from and after the Turnover Date, Developer shall have the right to amend the Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66-2/3%) of the Board; and (ii) two-thirds percent (2/3%) of all of the votes present (in person or by proxy) of Association at a duly noticed meeting of the Members in which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, Developer may submit additional lands as part of Paloma Lakes Community, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Paloma Lakes Community. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any Unit). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Paloma Lakes Community. Such amendment may contain additions to, modifications of, or omissions from, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Paloma Lakes Community.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75 %) of all of the votes present (in person or by proxy) at a duly noticed meeting of the Members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, Developer may withdraw any portions of Paloma Lakes Community (or any additions thereto) from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Paloma Lakes Community shall not apply to any Unit which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The

withdrawal of any portion of Paloma Lakes Community shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Paloma Lakes Community). Association shall have no right to withdraw land from Paloma Lakes Community.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

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

7. Binding Effect and Membership.

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

7.2 Transfer. The transfer of the fee simple title to a Unit, whether voluntary or by operation of law, terminating the Owner's title to that Unit shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Unit and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Unit. The Owner of each Unit is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Unit shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title, pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Unit, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Unit pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Unit an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Unit, the transferring Owner shall remain liable for Assessments accruing on the Unit from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Unit and as more fully provided in the Articles and By-Laws, each Owner shall become a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Unit, the Articles and the By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Unit. Developer rights with respect to the Association are set forth in this Declaration, Articles and By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Unit, designate one or more persons who are to be the occupants of the Unit and register such persons with Association. All provisions of this Declaration and other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of the Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, a Condominium Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. In the event that a Condominium Declaration is more restrictive than this Declaration, the Condominium Declaration shall control.

8. Paramount Rights of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Paloma Lakes Community Common Areas for various public purposes or for the provision of Telecommunications Systems, utilities, or to make any portions of the Paloma Lakes Community part of the Common Areas, or to create and implement a community development district, special taxing district and/or special lighting district which may include all or any portion of the Paloma Lakes Community. In addition, the Common Areas of Paloma Lakes Community may include decorative improvements, and berms, waterfalls and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. **SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.**

9. Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, repaired, replaced, insured and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Unit, or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, operated, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personally contained therein, and such other improvements and personally as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Developer reserves the absolute right to construct additional Common Areas facilities and improvements within the Paloma Lakes Community, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personally (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3 Use of Common Areas by Developer. Until the Community Completion Date, Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer, and to the exclusion of others.

9.4 Conveyance.

9.4.1 Generally. Within sixty (60) days after the Turnover Date, or earlier as determined by Developer, in its sole discretion, or as may be required by law, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument or by quitclaim deed recorded in the Public Records, or by quitclaim deed from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each irrevocable Owner's ingress and egress easement to his or her Unit as set forth in this Declaration.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the plat(s) of Paloma Lakes Community;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purpose of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use Common Areas for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer and/or ABC (so long as Developer and/or ABC owns any portion of the Paloma Lakes Community) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated maintained and administered by Association for the use and benefit of the Owners of all property interests in the Paloma Lakes Community including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (i) from and after the Community Completion Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6 Paved Areas. The Common Areas may contain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, including but not limited to, roads, pathways, bicycle paths, cart paths and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. The Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration, at all times be under the supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company ("Management Company"). Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association, in which event such manager shall be included in the term Management Company. Owners and Association acknowledge that it is fair and reasonable to have Developer, its

affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement. Each of the Condominiums and Condominium Associations, and Association, shall at all times be managed by the same manager or Management Company as chosen by Association.

9.8 Use.

9.8.1 General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Paloma Lakes Community. No fence or other structure may be placed within any lake maintenance easement. Swimming and boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas.

9.8.5 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.6 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Paloma Lakes Community (e.g., the Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Paloma Lakes Community, and (e) design of any portion of the Paloma Lakes Community. Each such person entering any Portion of Paloma Lakes Community also expressly indemnifies and agrees to hold harmless Developer, ABC, Association, Condominium Associations, Builders and their employees, directors, representatives, officers, agents, partners, affiliates and attorneys (collectively, "Indemnified Parties"), from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes (if any), pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, ABC, BUILDERS, ASSOCIATION AND CONDOMINIUM ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.7 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties, against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other waterbodies within Paloma Lakes Community by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, ABC, Builders, Association or Condominium Associations, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, ABC, Association or Condominium Associations any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and the Paloma Lakes Community. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer and/or ABC or to any property owned by Developer, or adversely affect the interests of Developer. Without limiting the foregoing, Developer, and/or its designees or assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Units, Common Areas and related improvements within the Paloma Lakes Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Units and (b) residences and properties located outside of the Paloma Lakes Community), general office and construction operations within the Paloma Lakes Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure within the Paloma Lakes Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Paloma Lakes Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of the Paloma Lakes Community owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Paloma Lakes Community including, without limitation, Units; (vi) excavate fill from the Paloma Lakes Community or adjacent property by dredge or dragline, store fill within the Paloma Lakes Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Paloma Lakes Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising the Paloma Lakes Community.

9.10 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.11 Special Taxing Districts and Community Development Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a community development district, a special taxing district, or to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district or community development district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district or community development district shall be created pursuant to all applicable ordinances of the City, County and all other applicable governing entities having jurisdiction with respect to the same.

9.12 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to City or County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Paloma Lakes Community (excluding such facilities located inside a Unit) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to City or County regulations ("**Non-Conforming Pavers**") in the course of construction of Units and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event City or County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the City's or County's use of its easement rights granted in this Section 9.12, then Association shall replace or repair such damage at the expense of the Owner of the affected Unit and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by City or County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless City or County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which City or County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.12.

9.13 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, ABC and their respective officers, directors, members, managers, shareholders, representatives, agents, partners, affiliates and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals), expenses and liabilities incurred or arising from any such claim, the

investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.14 Site Plans and Plats. Paloma Lakes Community may be subject to one or more plats (each individually, a "Plat"). The Plat may identify some of the Common Areas within Paloma Lakes Community. The description of the Common Areas on a Plat is subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

9.15 Surface Water Management System.

9.15.1 Duty to Maintain. The Association shall be responsible for operating, administering, maintaining, repairing and replacing the Surface Water Management System, the costs of which shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SFWMD and/or NSID have the right to take enforcement action, including a civil action for injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer and/or ABC. Association and each Condominium Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

9.15.2 Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD and NSID. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD and/or NSID permit actions shall be maintained by Association's registered agent for Association's benefit.

10. Maintenance by Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times administer, operate, maintain, repair, replace and insure the Common Areas including, without limitation, all improvements placed thereon.

10.2 Drainage. Association shall at all times maintain the drainage systems and drainage facilities within the Common Areas.

10.3 Landscaping. Association shall at all times maintain and replace all Landscaping within the Common Areas, with such cost and expense being an Operating Cost of the Association. In addition, the Association shall maintain Landscaping located on the exterior perimeter of Buildings on Condominium Property, the costs of which shall be also be included in Operating Costs; provided, however, Association shall have no obligation to maintain any landscaping, decorative or otherwise, within the interior portions of any Condominium or any balconies or terraces of any Condominium Building. Association shall be responsible for the maintenance of the sprinkler systems serving Paloma Lakes Community. All root pruning, fertilization, edging, and irrigation of Common Areas shall be the responsibility of Association. All of the foregoing costs and expenses shall be part of the Operating Costs of Association.

10.4 Shared Walkways. Association shall be exclusively responsible for maintaining, repairing, replacing and insuring the Shared Walkways, the costs of which shall be Operating Costs.

10.5 Parking Areas. Association shall be exclusively responsible for operating, maintaining, insuring and replacing the Parking Areas, the costs of which shall be Operating Costs.

10.6 Public Roads. It is possible that Association may maintain the medians and swales of all public roads pursuant to agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be Operating Costs. Association is responsible for complying with and performing under that certain Right-of-Way Beautification Agreement with the County. Pursuant to that certain Notice of Assignment of Right-of-Way Beautification Agreement recorded in the Public Records of County, including, without limitation, maintaining a certain right-of-way on Lyons and Wiles Roads located near the Paloma Lakes Community including without limitation, the ongoing maintenance and irrigation of landscaping, the replacement of vegetation, and maintenance of lighting within the right-of-way. The cost of such maintenance shall be part of Operating Costs of Association.

10.7 Private Roads. All roads which are privately owned shall be maintained by Association or an entity other than County.

10.8 Trash Removal. Association shall arrange and contract for all trash removal from the Paloma Lakes Community, to the extent not performed by County or City, and the cost thereof shall be included in Operating Costs.

10.9 Adjoining Areas. Except as otherwise provided in this Declaration, Association shall also maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Common Areas provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Unit.

10.10 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, Condominium Associations or persons utilizing the Common Areas, through or under an Owner or Condominium Associations shall be borne solely by such Owner or Condominium Associations and the Unit owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.11 Right of Entry. Developer, Association, the City and Condominium Associations are granted a perpetual and irrevocable easement over, under and across the Paloma Lakes Community, including but not limited to the Common Areas, for the purposes herein expressed including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any right, obligation, maintenance, alteration or repair which it is entitled or required to exercise or perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of the Paloma Lakes Community if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.12 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or any document of record, including without limitation declaration(s) of condominium, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or outside of the Paloma Lakes Community. Such areas may abut, or be proximate to, the Paloma Lakes Community, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a Condominium Association. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11. Maintenance by Others. All property, structures, improvements and appurtenances not maintained by Association within the Paloma Lakes Community shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Paloma Lakes Community by the applicable Condominium or Condominium Associations.

12. Use Restrictions. Each Owner must comply with the following:

12.1 Applicability. Developer shall have the right to exempt some or all of the Paloma Lakes Community from the provisions of this Article 12. Subject to the foregoing right of the Developer, the provisions of this Article 12 shall apply to all of the properties within the Paloma Lakes Community and the use thereof, but shall not apply to the Developer or portions of the properties within the Paloma Lakes Community owned or leased by the Developer.

12.2 Alterations and Additions. No material alteration, addition or modification to, or material change in the appearance (including, without limitation, a change in the color or texture of paint) of, (i) a Condominium Building, or (ii) any portion of a Unit that is visible from the exterior of a Condominium Building, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.3 Animals. No animals of any kind shall be raised, bred or kept within the Paloma Lakes Community for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets in accordance with the Rules and Regulations established by the Board from time to time unless such animals are of a breed prohibited by the City, County or other governmental entity; provided that each Owner shall have no more than two (2), in the aggregate, cats and dogs, with a total weight of no more than seventy (70) pounds. Each Owner understands that the individual Condominiums may have more restrictions on pets than Association. No pet shall be permitted in the Common Areas unless such pet is kept on a leash. No pet or animal shall be "tied out" on the exterior of the Unit or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Unit. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate and urinate only in the "pet walking" areas within the Paloma Lakes Community designated for such purpose, if any. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section. If Association determines that a pet is a nuisance, such pet shall be removed from the Paloma Lakes Community notwithstanding the opinion of any Condominium Association or any Unit Owners.

12.4 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Unit unless approved by the ACC.

12.5 Vehicles.

12.5.1 Parking. Parking of vehicles is only permitted inside of Garages and in designated parking spaces upon the Parking Areas. Vehicles shall not be parked in front of Garages or upon any portion of the driveways leading to Garages and driveways and sidewalks shall not be blocked. No vehicles of any nature shall be parked on any portion of Paloma Lakes Community except on designated Parking Areas or the Garage of a Unit. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Paloma Lakes Community except during the temporary period of a delivery or service. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in designated Parking Areas of Paloma Lakes Community. Due to the climate and annual rainfall in South Florida, and other matters which are beyond Developer's control, it is not unusual to have water accumulation in low level Parking Areas. Each Owner acknowledges, understands and agrees that any Parking Areas in the Community which are at or below grade may be subject to water accumulation. All efforts will be made to reduce water accumulation and to keep any water accumulation to a minimum, including pumps which operate to remove water accumulation. However, each Owner acknowledges, understands and agrees that such efforts may not completely alleviate water accumulation in the Parking Areas in the Paloma Lakes Community which are at or below grade. Neither Developer, ABC nor Association shall have liability under such circumstances for any damage or loss that an Owner or any other person parking a vehicle upon the Parking Areas may incur.

12.5.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Paloma Lakes Community for more than twelve (12) hours, except in a Garage of a Unit. No repair or maintenance, except emergency repair, of vehicles shall be made within Paloma Lakes Community, except in a Garage of a Unit. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.5.3 Prohibited Vehicles. No commercial vehicle, limousines, boat, trailer, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Paloma Lakes Community except in a Garage of a Unit. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Units, Common Areas, or any other Paloma Lakes Community facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Paloma Lakes Community. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Unit. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicles with expired registration or license plates may be kept within public view anywhere within Paloma Lakes Community.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Unit, sale or re-sale of other property owned by Developer and administrative offices of Developer, no commercial or business activity shall be conducted in any Unit within the Paloma Lakes Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Unit for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Units unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Paloma Lakes Community. No solicitors of a commercial nature shall be allowed within the Paloma Lakes Community, without the prior written consent of Association. No garage sales are permitted, except as permitted by Association. No day care center or facility may be operated out of a Unit. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

12.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Units within the Paloma Lakes Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF UNITS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE UNITS IN PALOMA LAKES COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.

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

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

12.10 Decorations. No decorative objects including, but not limited to, figurines, wind chimes, birdbaths, light fixtures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Common Areas of the Paloma Lakes Community or on the exterior of any Condominium which is visible

from the Common Areas without the prior written approval of the ACC. Notwithstanding the foregoing, American flags may be displayed as permitted by law and no statues, sculptures or birdbaths of any kind can be installed or placed so as to be visible from the Common Areas or the street.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Paloma Lakes Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Extended Vacation and Absences. In the event a Unit will be unoccupied for an extended period, the Unit must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Unit; and (iii) designating a responsible firm or individual to care for the Unit, should the Unit suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Unit.

12.13 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approval of the ACC.

12.14 Fuel Storage. No fuel storage shall be permitted within Paloma Lakes Community, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices and as otherwise permitted by this Declaration.

12.15 Garages. Each Unit may have its own Garage. A Garage shall not be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.16 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Unit so as to be visible from outside the Unit. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Unit for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Units so that they are not visible from outside the Unit on the day of pickup.

12.17 General Use Restrictions. Each Unit, the Common Areas and any portion of Paloma Lakes Community shall not be used in any manner contrary to the Association Documents.

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

12.19 Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Unit in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Unit).

12.20 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Unit.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made of any portion of the Paloma Lakes Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The party responsible for meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Paloma Lakes Community shall be the same party responsible for maintenance, modification and/or repair of the property concerned under this Declaration.

12.22 Leases. Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Unit. Individual rooms of a Unit may not be leased on any basis. No transient tenants may be accommodated in a Unit. All leases or occupancy agreements shall be in writing and a copy of all leases of Units shall be provided to Association. All leases shall provide that Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Paloma Lakes Community or administered by Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 23 hereof. No Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease

term shall be less than three (3) months. No subleasing or assignment of lease rights by the tenant is permitted. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. All leases shall also comply with and be subject to the provisions of Section 23 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Unit receives in-home care by a professional caregiver residing within the Unit.

12.23 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Unit. Neither Developer nor Association shall be responsible for any use of the facilities and Common Areas by anyone, including minors. The use of powered scooters, ATVs, ATCs and/or other similar motorized vehicles shall be prohibited in the facilities and Common Areas. Children under the age of sixteen (16) shall be accompanied by an adult at all times.

12.24 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Paloma Lakes Community is permitted. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of Units or Common Areas or any other portion of the Paloma Lakes Community by any Owner or permitted occupant thereof, his or her immediate family, guests, tenants and invitees. No firearms or fireworks shall be discharged within the Paloma Lakes Community. Nothing shall be done or kept within the Common Areas, or any other portion of the Paloma Lakes Community, including any Unit, which will increase the rate of insurance to be paid by Association.

12.25 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon Paloma Lakes Community, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon Paloma Lakes Community. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on Paloma Lakes Community.

12.26 Personal Property. All personal property of Owners or other occupants of Units shall be stored within the Units. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Unit or any other portion of the Paloma Lakes Community, which is unsightly or which interferes with the comfort and convenience of others.

12.27 Pools. No pools shall be permitted unless the same is part of the original developmental plan of the Developer.

12.28 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of the Paloma Lakes Community, change the level of the land within the Paloma Lakes Community, or plant landscaping which results in any permanent change in the flow and drainage of the Surface Water Management System within the Paloma Lakes Community.

12.29 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Condominium Building, Unit or other areas of the Paloma Lakes Community without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from the outside. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the welfare of the residents of the Paloma Lakes Community. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.30 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

12.31 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Paloma Lakes Community that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). Owners of Units must have all "For Sale" and "For Rent" signs approved by Association. Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, on or upon, any part of the Paloma Lakes Community while Developer holds any Units for sale in the ordinary course of business. No sign may be placed in the window of a Unit. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within the Paloma Lakes Community, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" and attached to a Unit displayed for the purpose of a holiday, and United States flags shall be permitted without ACC approval.

12.32 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.

12.33 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the Paloma Lakes Community or within any Unit except those which are required for normal household use.

12.34 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any of the lakes or waterbodies within or adjacent to Paloma Lakes Community. Boating and personal watercraft (e.g., jet skis) are prohibited. No private docks may be erected within any waterbody.

12.35 Use of Units. Each Unit is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

12.36 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.37 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Unit remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

12.38 Wells. Wells are not permitted within Paloma Lakes Community.

12.39 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained in their natural state.

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

12.41 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheeta or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Unit without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Unit without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Unit shall encroach upon another Unit by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Unit shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Unit. A perpetual nonexclusive easement is herein granted to allow such protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Unit.

14. Requirement to Maintain Insurance.

14.1 Common Areas. Association, acting through its Board of Directors, shall obtain and maintain the following insurance coverage, if reasonably available or if not reasonably available, the most nearly equivalent coverages as are reasonably available, at the Board of Directors sole determination:

14.1.1 Casualty. Property and casualty insurance for all insurable improvements owned or maintained by the Association on the Common Areas, in such amounts as shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of loss or damage by fire or other insured casualty covered by a standard extended coverage endorsement.

14.1.2 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.3 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.1.4 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.5 Other Insurance. Such other insurance coverages as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

14.1.6 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

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

14.2.1 The bonds shall name Association as an obligee.

14.2.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

14.2.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

14.2.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.3 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

14.4 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty.

14.5 Additional Insured. Developer and its lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

14.6 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

14.7 Condominium Buildings. Each Condominium Association administering and maintaining Condominium Building(s) shall obtain and maintain adequate insurance on such Condominium Building(s). Such insurance shall be sufficient for necessary repair or reconstruction work and/or shall cover the costs to demolish damaged Condominium Building(s), remove the debris and to resod and landscape land comprising the Condominium Building. Upon the request of the Association, each Condominium Association shall provide the Association with evidence of insurance coverage on its Condominium Buildings which complies with the provisions of this Section 15.7. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require a Condominium Association to comply with this Section 15.7. This Section shall not apply to any Unit. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner or any other person should a Condominium Association fail for any reason whatsoever to obtain insurance coverage on a Condominium Building.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner (including Developer and/or ABC), and its immediate family, tenants, guests and invitees, and every owner of an interest in the Paloma Lakes Community shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which such Owner is entitled to use for their intended purposes, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Chapter 720, Florida Statutes, as amended from time to time.

15.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

15.1.5 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer. 15.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.7 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

15.1.8 The rights of Developer and/or Association regarding the Paloma Lakes Community as reserved in this Declaration including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

15.1.9 An Owner relinquishes use of the Common Areas at any time that a Unit is leased to a Tenant.

15.2 Access, Ingress and Egress and Parking. In addition to the general easements for use of the Common Areas, there shall be, and Developer reserves, grants and covenants for itself and all future Owners and their family members, lessees and guests and to the Association, a perpetual, non-exclusive easement for access, ingress and egress for: (i) pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Paloma Lakes Community; (ii) for vehicular traffic over, through and across such portions of the Paloma Lakes Community as, from time to time, may be paved and intended and designated for such purposes; and (iii) vehicular parking on the Parking Areas and such other portions of the Paloma Lakes Community as, from time to time, may be paved and intended and designated for parking by the Board.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under the Paloma Lakes Community as may be required in connection with the development of the Paloma Lakes Community and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Units and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within the Paloma Lakes Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Units. Further, Developer may market other residences and commercial properties located outside of the Paloma Lakes Community from Developer's sales facilities located within the Paloma Lakes Community. Developer has the right to use all portions of the Common Areas in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Units, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Units or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 21 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any rights of Developer in this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

15.4 Signage. There is hereby reserved to Developer, its successors and assigns, a perpetual, non-exclusive easement to access all signage for the Paloma Lakes Community to identify Lennar directly below, or in close proximity, to the name of the Paloma Lakes Community or install additional signage identifying Lennar in close proximity of the signage containing the Paloma Lakes Community name. Further Developer shall have the right, but not the obligation, to maintain, modify or remove such signage in its sole and absolute discretion, without consent of the Association or any Owner.

15.5 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. Such permanent and perpetual easement includes any agreement between the City, County, and Developer and/or Association for traffic control and enforcement purposes on the roads and roadways within Paloma Lakes Community. In addition, Telecommunications Providers shall also have the right to use all paved roadways within the Paloma Lakes Community for ingress and egress to and from Telecommunications Systems within the Paloma Lakes Community.

15.6 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Unit subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.7 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property within the Paloma Lakes Community, or any property or improvements within the for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall exist. If (a) any improvement upon any portion of the Common Areas encroaches upon any other portion of the Paloma Lakes Community; (b) any improvements upon any portion of the Paloma Lakes Community encroaches upon any portion of the Common Areas; or (c) any encroachment shall hereafter occur as a result of (i) construction of any improvements; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Areas (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement of the Common Areas, then, in any event, a easement appurtenant to the encroachment exist for such encroachment and for the maintenance of the same so long as the improvements causing said encroachment shall stand. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that minor encroachments on Common Areas due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. This provision shall not entitle any Owner or Condominium Association to intentionally construct improvements which encroach upon any other portion of the Paloma Lakes Community and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, a Condominium Association, an Owner, occupant, or the Association. The provisions of this Section 16.7 shall not be in derogation or limitation of any other rights of the Developer.

15.8 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Paloma Lakes Community (including Units) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Paloma Lakes Community (including Units) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

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

15.11 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc.. Each portion of the Paloma Lakes Community shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines and similar and related facilities now or hereafter located in the and serving such portions thereof. Each portion of the Paloma Lakes Community shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines and similar and related facilities now or hereafter located in the Paloma Lakes Community and serving such portions thereof.

15.12 Reservation to Grant Additional Easements. The Developer reserves the right (but not the obligation) to grant, at any time in its sole and absolute discretion, so long as the Developer is a member of the Association (without the joinder or consent of the Association or any other person or entity), or to cause the Association to grant, additional easements and rights-of-way in, to, over and upon portions of the Paloma Lakes Community for such purposes as the Developer shall reasonably deem necessary or helpful in connection with the development, sale, use or operation of the Paloma Lakes Community, including, without limitation, easements for improvements that may encroach upon any portion of the properties, including, without limitation, roads, driveways, walkways, sidewalks, parking spaces, retaining walls and utility lines and improvements. Each Owner, by acceptance of a deed to any Unit and each mortgagee, by acceptance of a lien upon any Unit, hereby authorizes the Developer to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements and/or rights-of-way in, to, over and upon the Paloma Lakes Community, or any portion thereof, in accordance with the provisions of this Declaration.

15.13 Blanket Easement in favor of Association. Association is hereby granted an easement over all of the Paloma Lakes Community, including all Units, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

15.14 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Assessments.

16.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner of a Unit (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. So long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Thereafter, each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. For purposes of Assessments payable by a Builder, each Parcel shall be deemed to contain the number of Units which can be built on such Parcel, as determined by Developer in its sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Unit. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same.

16.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, and welfare of the residents of the Paloma Lakes Community, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board and as otherwise provided in this Declaration:

16.2.1 Any monthly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

16.2.2 Any special assessments for capital improvements, major repairs, emergencies and the repair or replacement of the Common Areas including, without limitation, Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

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

16.2.4 Assessments of any kind for the creation of reasonable reserves for the periodic maintenance, repair and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved; and

16.2.5 Assessments for which one or more Owners (but less than all Owners) within the Paloma Lakes Community is subject ("Individual Assessments") such as costs of special services provided to a Unit or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Unit. By way of example, and not of limitation, all of the Owners within a Condominium may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Condominium. Further, in the event a Condominium Association fails to maintain portions of the its Condominium in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Condominium and to repair, restore, and maintain the Condominium as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Paloma Lakes Community that Association perform any other obligation of an Owner under this Declaration and/or a Condominium Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

16.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

16.4 Allocation of Operating Costs.

16.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

16.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is three hundred (300) or, if different, the total number of Units in the Paloma Lakes Community that will actually be constructed. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Units owned by Owners other than Developer.

16.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively from January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein.

16.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

16.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

16.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Units benefiting from, or subject to the special service or cost as specified by Association.

16.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Unit to an Owner.

16.8 Collection of Assessments. On a monthly basis, each Condominium Association shall collect all Assessments due from the Owners within the respective Condominium. Each Condominium Association shall pay to Association, on a monthly basis, an amount equal to all Assessments due to Association from the Owners within the respective Condominium.

16.9 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Units conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("Developer's Option") to either (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all Monthly Assessments due from Owners and other income received by Association pursuant to Section 16.9.1 of the Declaration or (ii) to pay Monthly Assessments on Units owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to and including the Turnover Date or as soon as possible thereafter (e.g., once the amount is finally determined). Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Units owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

16.9.1 Without limiting Developer's Option under Section 16.9 of the Declaration, Developer shall be excused from the payment of its share of the Monthly Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the Turnover Date or December 31 of the year in which the Declaration is recorded (the "Guarantee Expiration Date"), provided that the Monthly Assessments for Operating Costs equally imposed on each Owner other than Developer shall not increase during such period over \$1,000.00 per month and provided further that Developer shall be obligated to pay any amount of Operating Costs actually incurred during such period and not produced by the Monthly Assessments at the guaranteed level receivable from Owners. The period that Developer is excused from the payment of the share of Monthly Assessments relating to Units it is offering for sale may be unilaterally extended by Developer for one or more successive periods of three months each.

16.9.2 If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount (e.g. including, without limitation, pre-paid amounts, deposits for utilities, Developer's funding of delinquent Monthly Assessments, or portion thereof, not paid by Owners, etc.) than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

16.10 Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Unit is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

16.11 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

16.11.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e., monthly, quarterly, or annually).

16.11.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

16.11.3 Board may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Board.

16.11.4 If the budget of Association does not initially provide for Reserves, Association may establish Reserves upon the affirmative vote of not less than a majority of the total voting interests of Association at a duly noticed meeting of the Members at which a quorum is present or upon written consent executed by not less than a majority of all voting interests of Association. Such approval of Reserves shall state that Reserves shall be provided for in the budget of Association and designate the components for which reserve accounts are to be established. Upon such approval of the Association, approved Reserves shall be included in the budget for the next fiscal year following the approval and in each year thereafter unless waived or reduced as provided in Chapter 720 of the Florida Statutes.

16.12 Initial Contribution. The first purchaser of each Unit, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial contribution an the amount equal to three (3) months Assessments (the "**Initial Contribution**"), as determined by Developer in its sole and absolute discretion. The funds derived from the Initial Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Units, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Unit to an end purchaser.

16.13 Resale Contribution. Association may establish a resale contribution ("**Resale Contribution**"). There shall be collected upon every conveyance of an ownership interest in a Unit by an Owner other than Developer an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer. After the Unit has been conveyed by Developer there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Unit. The amount of the Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Units shall be assessed a uniform amount. Notwithstanding the foregoing, all Resale Contributions, if any, shall be allocated to and deposited in, Association's reserve account.

16.14 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Unit unless all sums due Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

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

16.16 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable

attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Unit and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Unit, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Notwithstanding the foregoing, Association may not file a claim of lien against a Unit for unpaid Assessments unless a written notice of demand for past due Assessments has been made by Association, which notice must comply with Section 720.3085 of the Florida Statutes, as such Section may be renumbered from time to time. Without limiting the foregoing, any claim of lien filed by Association shall have priority and be superior to any lien of a Condominium Association. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied.

16.17 Liability for Assessments. An owner of a Unit, regardless of how such owner's title to a Unit has been acquired including, without limitation, by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while an owner of such Unit. An owner's liability for Assessments may not be avoided for any reason including, without limitation, by waiver or suspension of the use or enjoyment of any of the Common Areas or by abandonment of the Unit upon which such Assessments are charged. An owner that acquires title to a Unit shall be jointly and severally liable with the previous owner of such Unit for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding the foregoing, Association may, without having any obligation to do so, reallocate any unpaid Assessments to all Owners as part of Operating Costs included within Monthly Assessments. Any sale or transfer of a Unit pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the owner from liability for, nor the Unit from the lien of any Assessments made prior to such sale or thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to such owner. In the event Association makes such payment on behalf of an owner of a Unit, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an owner pursuant to this Section shall be added to Assessments payable by such owner with appropriate interest. Without limiting the foregoing, Developer shall be exempt from this Section and the lien for Assessments shall be superior to all other liens save and except tax liens.

16.18 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.19 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), may be levied. In addition, any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Unit and collect the unpaid amounts. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Any payment received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorneys' fees incurred in collecting the Assessment. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Unit.

16.20 Exemption. Developer, at Developer's sole option, may pay Assessments on Units owned by it, or fund the deficit, if any. In addition, the Developer, prior to the Community Completion Date, and thereafter, the Board shall have the right to exempt any portion of the Paloma Lakes Community subject to this Declaration from the Assessments, provided that such part of the Paloma Lakes Community exempted is used (and as long as it is used) for any of the following purposes:

16.20.1 any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

16.20.2 any real property interest held by a Telecommunications Provider;

16.20.3 common elements of any Condominium; or

16.20.4 any of the Paloma Lakes Community exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

16.20.5 any Association Common Areas.

16.21 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and

collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals.

16.22 Association Right to Allocate Portion of Operating Costs. Association shall have the right to allocate and charge to individual Condominium Associations any portion of the Operating Costs that may be attributable solely to such Condominium.

16.23 Rights to Pay Assessments and Receive Reimbursement. Association, Developer and any Lender of a Unit shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Unit. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

16.24 Mortgagee Right. Each Lender holding a mortgage encumbering a Unit may request in writing that Association notify such Lender of any default of the Owner of such Unit under Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is only given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

17. Information to Lenders and Owners.

17.1 Availability. Current copies of Association Documents shall be available for inspection by Owners and Lenders upon written request and during normal business hours or under other reasonable circumstances.

17.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

17.3.1 Any condemnation loss or casualty loss which affects a material portion of a Unit to the extent Association is notified of the same;

17.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained under this Declaration;

17.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

18. Architectural Control.

18.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to the Paloma Lakes Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. ACC shall have the right to form subcommittees consisting of representatives from each Condominium to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such decision made by such subcommittee. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

18.2 Membership. There is no requirement that any member of the ACC be an Owner or a Member of Association.

18.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Paloma Lakes Community. Accordingly, the ACC shall have the right and authority to approve or disapprove all architectural, landscaping, and improvements within the Paloma Lakes Community by Condominium Associations and Owners. The ACC shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of exterior design, landscaping, location, size, type and appearance of any proposed structure or improvements, relationship to surrounding structures or improvements, topography and conformity with the Community Standards and such other published guidelines and standards as may be adopted by ACC from time to time. The ACC may impose standards for construction and development which may be greater or

more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional guidelines or standards or modification of existing guidelines or standards, including, without limitation, the Community Standards, shall require the consent of Developer, which may be granted or denied in its sole discretion.

18.4 Community Standards. Each Owner, Condominium Association and its Contractors (as hereinafter defined) and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner or Condominium Association to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

18.5 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Meeting of the ACC shall be open to all Members.

18.6 Power and Duties of the ACC. The ACC shall have the right and authority to review and approve or disapprove plans and specifications for the exterior design, landscaping, location, size, type or appearance of any proposed structures or improvements, Unit, structure or other improvement on a Lot or Parcel. No improvements shall be constructed on any portion of Paloma Lakes Community, no exterior of a Unit shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Paloma Lakes Community, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of such improvements, including, without limitation, from the exterior of a Condominium Building) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.7 Procedure. In order to obtain the approval of the ACC, each Owner and Condominium Association shall observe the following:

18.7.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, and the times scheduled for completion, all as reasonably specified by the ACC.

18.7.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner or Condominium Association shall, within fifteen (15) days thereafter, comply with the request.

18.7.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.7.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

18.7.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

18.7.6 Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's or Condominium Association's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and

specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.7.7 The ACC's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the ACC and the Association. Neither the ACC, the Association, the Developer nor any of their respective officers, directors, members, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner, Condominium Association or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer, the ACC and/or the Association or any of their respective officers, directors, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ACC's review of any plans under this Declaration. Without limiting the generality of the foregoing, the ACC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner and Condominium Association (including their respective successors and assigns) agrees to indemnify and hold the Developer, the Association and the ACC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the ACC under this Declaration.

18.8 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC, including, but not limited to, changes relating to exterior design, landscaping, location, size type and appearance, shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ACC shall have no right to approve any changes to a Unit not visible from the exterior of a Condominium.

18.9 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the Owner or Condominium Association; provided, however, neither Association nor the ACC shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner or Condominium Association as set forth in this Declaration or the Community Standards. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.

18.10 Permits. The Owner or Condominium Association, respectively, is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.11 Construction by Owners and Condominium Associations. The following provisions shall govern construction activities by an Owner or Condominium Association after consent of the ACC has been obtained:

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

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

18.11.3 Each Owner and Condominium Association is responsible for insuring compliance with all terms and conditions of these provisions and the Community Standards by all of its employees, agents and Contractors. In the event of any violation of any such terms or conditions by any employee, agent or Contractor, or, in the opinion of the ACC, the continued refusal of any employee, agent or Contractor to comply with such terms

and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee, agent or Contractor from performing any further services in the Paloma Lakes Community.

18.11.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors, Condominium Association and their respective employees and agents within the Paloma Lakes Community. Each Owner, Condominium Association and Contractor shall comply with such standards and cause its respective employees and agents to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Paloma Lakes Community and each Owner and Condominium Association shall include the same therein.

18.12 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Paloma Lakes Community at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or Community Standards.

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

18.14 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

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

18.16 Certificate of Compliance. If requested by an Owner or Condominium Association, prior to the occupancy of any improvement constructed or erected on any Unit by other than Developer, or its designees, the Owner or Condominium Association thereof shall obtain a certificate of compliance from the ACC, certifying that the Owner or Condominium Association has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the certificate of compliance. The issuance of a certificate of compliance does not abrogate the ACC's rights set forth in Section 18.3 herein.

18.17 Exemption. Notwithstanding anything to the contrary contained herein or Community Standards, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Condominium, shall not be subject to the review of the ACC or the provisions of the Community Standards.

18.18 Exculpation. The ACC's right of review and approval or disapproval of plans and other submissions under this Declaration are intended solely for the benefit of the ACC and Association. Neither the ACC, the Association, the Developer, nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner, Condominium Association or any other party by reason of mistakes in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions except as otherwise expressly provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other specifications, by submission of the same, and any Owner by acquiring title to a Unit and Condominium Association agrees not to seek damages from the Developer, the ACC and/or the Association or any of their respective officers, directors, shareholders, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ACC's review of any plans or other submissions under this Declaration except as expressly provided by Section 720.3035 of the Florida Statutes. Without limiting the generality of the foregoing, the ACC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. Further, each Owner and Condominium Association agrees to indemnify and hold Developer, Association and the ACC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals), arising out of any review of plans by the ACC under this Declaration except as otherwise expressly prohibited by law.

19. Owners Liability.

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

19.1.1 fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration, including, without limitation, any provision herein benefiting SFWMD; or

19.1.2 cause any damage to any improvement or Common Areas; or

19.1.3 impede Developer or Association from exercising its rights or performing its responsibilities hereunder; or

19.1.4 undertake unauthorized improvements or modifications to a Unit or the Common Areas; or

19.1.5 impede Developer from proceeding with or completing the development of the Paloma Lakes Community, as the case may be,

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

19.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, which violation is not cured as soon as practicable after Developer or Association provides written notice to the Owner of such violation(s), and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

19.2.1 commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.2.2 commence an action to recover damages; and/or

19.2.3 take any and all action reasonably necessary to correct the violation or breach.

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

19.3 No Waiver. The failure of the Developer, the Association and/or the ACC to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.4 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

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

19.6 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration, including, without limitation, those provisions benefiting the SFWMD.

19.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations

Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

19.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.6.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

20. Additional Rights of Developer.

20.1 Sales and Administrative Offices. Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development and construction of the Paloma Lakes Community and marketing, sales and re-sales of Units and/or other properties owned by Developer and/or ABC or others outside of the Paloma Lakes Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Paloma Lakes Community, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Units. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

20.2 Modification. The development and marketing of the Paloma Lakes Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Paloma Lakes Community to, as an example and not a limitation, amend the Master Site Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

20.3 Promotional Events. Prior to the Community Completion Date, Developer and its affiliates and successors and assigns shall have the right, at any time, to hold marketing, special and/or promotional events within the Paloma Lakes Community and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market the Paloma Lakes Community and Units in advertisements and other media by making reference to the Paloma Lakes Community, including, but not limited to, pictures or drawings of the Paloma Lakes Community, Common Areas, and Units constructed in the Paloma Lakes Community. All logos, trademarks, and designs used in connection with the Paloma Lakes Community are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer.

20.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Units, or other properties owned by Developer outside of the Paloma Lakes Community.

20.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

20.6 Management. Developer may manage the Common Areas by contract with Association.

20.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services, and other purposes over, under, upon and across the Paloma Lakes Community, so long as any such easement does not materially and adversely interfere with the intended use of the Units previously conveyed to Owners as residences. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. As an illustration, Developer may grant an easement for Telecommunication Services, utilities, irrigation, drainage lines or electrical lines over any portion of the Common Areas so long as such easement is outside the footprint of the foundation of any Condominium. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the

appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

20.8 Telecommunications Services.

20.8.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Service for the Condominiums. Prior to and including the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

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

20.8.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas, Common Elements, Condominiums and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas, Common Elements, Condominiums and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas, Condominiums and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

20.8.4 Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation

20.9 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including, without limitation, attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

20.10 Additional Development. If Developer withdraws portions of the Paloma Lakes Community from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

20.11 Representations. Developer makes no representations concerning development both within and outside the boundaries of the Paloma Lakes Community, including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Units and buildings in all other proposed forms of ownership and/or other improvements on the Paloma Lakes Community or adjacent to or near the Paloma Lakes Community, including, but not limited to, the size, location, configuration, elevations, design, building materials,

height, view, airspace, number of units, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION OR ANY CONDOMINIUM ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PALOMA LAKES COMMUNITY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE PALOMA LAKES COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT.

20.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (I) EXECUTED A PURCHASE AND SALE AGREEMENT, (II) RESIDES, (III) OBTAINS FINANCING OR (IV) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY. DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY, FLORIDA.

20.15 Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE PALOMA LAKES COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE,

COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

20.16 No Access Control. OWNERS ARE SOLELY RESPONSIBLE FOR THE SECURITY OF THEIR UNITS AND THE SAFETY OF PERSONS AND PERSONAL PROPERTY THEREIN. DEVELOPER IS NOT PROVIDING ANY ACCESS CONTROL WITHIN PALOMA LAKES COMMUNITY WHATSOEVER. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER, BUILDERS AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER, BUILDER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS. DEVELOPER, BUILDER AND ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL.

21. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

22. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

23. Selling, Leasing and Mortgaging of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

23.1 Transfers Subject to Approval.

23.1.1 Sale. No Owner may dispose of a Unit or any interest therein by sale without approval of Association.

23.1.2 Lease. No Owner may transfer possession of a Unit or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 23, shall be re-submitted for approval by Association. No Owner may transfer possession of a Unit or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.

23.1.3 Gift. If any Owner proposes to transfer a Unit by gift, the proposed transfer shall be subject to the approval of Association.

23.2 Approval by Association. To obtain approval of Association which is required for the transfer of Units, each Owner shall comply with the following requirements:

23.2.1 Notice to Association.

23.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Unit, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

23.2.1.2 Lease. An Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

23.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such

information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

23.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

23.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand-delivery to Association which shall give a receipt therefor.

23.2.2 Certificate of Approval.

23.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records.

23.2.2.2 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.

23.2.2.3 Devise or Inheritance. Any person who has obtained a Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 23.2.1 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

23.2.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

23.2.3 Approval of Owner Other Than an Individual. Inasmuch as the Unit may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Section.

23.3 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

23.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information by Association, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Unit, upon the following terms:

23.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

23.3.1.2 The purchase price shall be paid by official check or federal wire.

23.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

23.3.1.4 If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 23.

23.3.2 Lease. In the event the Board disapproves of a transfer of possession of a Unit by lease, then the Owner may not lease the Unit to the intended lessee for whom the Owner sought approval.

23.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser approved by the Board to purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Unit, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

23.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer.

23.5 Unauthorized Transactions. Any sale, transfer, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

23.6 Notice of Lien or Suit

23.6.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

23.6.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

23.6.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

24. General Provisions

24.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

24.4 Execution of Documents. Developer's plan of development for Paloma Lakes Community (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation

of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Unit or any other portion of Paloma Lakes Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Paloma Lakes Community or any portion(s) thereof.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PALOMA LAKES COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PALOMA LAKES COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PALOMA LAKES COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PALOMA LAKES COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE PALOMA LAKES COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

25. Disclaimer of Warranties. To the maximum extent lawful, Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Common Areas, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans and all other express and implied warranties of any kind or character. As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

26. ABC. ABC has joined into the execution of this Declaration solely to submit its interest in and to any properties in the Paloma Lakes Community to the covenants, conditions, restrictions, easements, reservations, regulations, charges, liens and other matters set forth in this Declaration and in order to afford Developer all of the rights, benefits and privileges of the Developer set forth herein. Notwithstanding anything to the contrary, ABC makes no warranty or any representation of any kind or nature concerning this Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Paloma Lakes Community. None of the representations contained herein, (if any) or other documents shall be deemed to have been made by ABC, nor shall they be construed to create any obligation on ABC to any person relying thereon. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary, ABC shall not be liable for any breach or non observance of, or for any failure to perform, fulfill or comply with, any covenants, agreements, representations, warranties or obligations hereunder, other than against its interest in the properties subject to this Declaration, nor shall any recourse be had against ABC for any claim based thereon, other than against its interest in the properties subject to this Declaration. Further, any and all releases, indemnifications and/or waivers in favor of Developer shall be deemed to run equally in favor of ABC, and any and all references to Developer owned Units or rights granted to Developer for as long as Developer owns a Unit (or a certain number of Units) shall be deemed to refer to Units owned by Developer or ABC.

27. Landfill. There is an operating sanitary landfill located approximately 1.5 miles from the western edge of the Paloma Lakes Community. Landfills can and will emit unpleasant odors, natural gases and/or other chemicals. As the landfill is not owned, operated or in any way affiliated with Developer, ABC and/or Association, neither Developer, ABC nor Association will be responsible for odors and/or other emissions or nuisances which might result from the operation of the landfill facility.

28. Title Documents. Each Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which include among other items, the following

Title Documents identified in this Declaration and any other documents affecting title to Paloma Lakes Community (collectively, the "Title Documents"):

- 28.1 Deed No. 1646 recorded in Deed Book 463 at Page 465, as modified by Non Use Commitment No. 607 recorded in Official Records Book 14495 at Page 584.
- 28.2 Deed No. 5571 recorded in Deed Book 553 at Page 414, as modified by Non Use Commitment No. 1511 recorded in Official Records Book 42571 at Page 1370.
- 28.3 Easement recorded in Official Records Book 7225 at Page 3, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1999.
- 28.4 Easement recorded in Official Records Book 8736 at Page 633, as partially released by Partial Release of Easement recorded in Official Records Book 43153 at Page 1.
- 28.5 Easement recorded in Official Records Book 9299 at Page 692, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1996.
- 28.6 Easement recorded in Official Records Book 14925 at Page 893, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1990.
- 28.7 Easement recorded in Official Records Book 24057 at Page 14, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1986.
- 28.8 Easement recorded in Official Records Book 24057 at Page 17, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1982.
- 28.9 Easement recorded in Official Records Book 24057 at Page 20, as partially released by Partial Release of Easement recorded in Official Records Book 43152 at Page 1992.
- 28.10 Ordinance No. 2005-42 recorded in Official Records Book 41179 at Page 1606.
- 28.11 Ordinance No. 2005-43 recorded in Official Records Book 41179 at Page 1614.
- 28.12 Storm Water Retention Easement Agreement recorded in Official Records Book 41650 at Page 1750.
- 28.13 Easement recorded in Official Records Book 43480 at Page 640.
- 28.14 Easement recorded in Official Records Book 43480 at Page 636.
- 28.15 Easement recorded in Official Records Book 43480 at Page 632.
- 28.16 Resolution No. 2006-110 recorded in Official Records Book 43103 at Page 1277.
- 28.17 Notice of Assignment of Right-of-Way Beautification Agreement as recorded in the Public Records of County.

All of the documents referred to herein are recorded in the Public Records of the County.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

29. **Developer's Right to Seek Amendments.** Developer's plan of development for the Paloma Lakes Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Unit:

29.1.1 to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

29.1.2 that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 29 day of April, 2008.

WITNESSES:

Print Name:

Print Name:

LENNAR HOMES, LLC,
a Florida limited liability company

By:

Name:

Title:

STATE OF FLORIDA)
COUNTY OF Dade) SS.:

The foregoing instrument was acknowledged before me this 29 day of April, 2008 by Carlos Gonzalez as Vice President of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Alma Y. Flores
Commission # DD763424
Expires: FEB. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC, State of Florida

Print Name

Alma Y. Flores

JOINDER

ABC TIMES THREE, LLC

ABC TIMES THREE, LLC ("ABC") does hereby join in the Declaration for the Paloma Lakes Community ("Declaration") to which this Joinder is attached, agrees to the submission of its interest in and to the Paloma Lakes Community, including, without limitation, the real property legally described in Exhibit 1 attached to and made a part of this Declaration, to the covenants, conditions, restrictions, easements, reservations, regulations, charges, liens and other matters set forth in this Declaration and agrees to all of the rights, benefits and privileges of the Developer set forth in the foregoing Declaration. ABC further agrees that the terms of the Declaration are and shall be binding upon ABC and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of April, 2008.

WITNESSES:

ABC TIMES THREE, LLC, a Florida
limited liability company

Print Name:

C. Vargas
C. Vargas

Print Name:

Michael Lattner
Michael Lattner

By:

Name: Michael LattnerTitle: Manager

{SEAL}

STATE OF FLORIDA)

COUNTY OF Miami Dade)

SS.:

The foregoing instrument was acknowledged before me this 25th day of April, 2008 by Michael Lattner as Manager of ABC TIMES THREE, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

C. Vargas

JOINDER

PALOMA LAKES COMMUNITY ASSOCIATION, INC.

PALOMA LAKES COMMUNITY ASSOCIATION, INC. ("Association") does hereby join in and agrees to accept all of the benefits and duties, responsibilities and obligations imposed upon it by the provisions of the Declaration for the Paloma Lakes Community ("Declaration") to which this Joinder is attached. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Declaration, as Association has no right to approve the Declaration.


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29 day of April, 2008.

WITNESSES:


Print Name: Maggie Sierra

Print Name: Charlie Ochoa


PALOMA LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

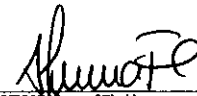
By: 
Name: Maria Carolina Herrera
Title: President
(SEAL)

STATE OF FLORIDA)
COUNTY OF Miami Dade) SS.:

The foregoing instrument was acknowledged before me this 29 day of April, 2008 by Maria Carolina Herrera as President of PALOMA LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Alma Y. Flores
Commission # DD763424
Expires: FEB. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.


NOTARY PUBLIC, State of Florida
Print Name: Alma Y. Flores

Paloma Lakes Community
Declaration

**CONSENT TO
DECLARATION FOR THE
PALOMA LAKES COMMUNITY**

WACHOVIA BANK, N.A., a national banking association ("Wachovia"), the holder of that certain Mortgage, Security Agreement and Fixture Filing ("Mortgage") recorded in Official Records Book 42571, Page 1384 Public Records of Broward County, Florida, which encumbers the Land described in Exhibit 1, does hereby Consent to the Declaration for the Paloma Lakes Community, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 29 day of April, 2008.

WITNESSES:

WACHOVIA BANK, N.A.
a national banking association

Print Name: Kim Hunziker

Print Name: Paula J Musso

By Myra Seale
Name
:
Title: Myra Seale, Becker
(SEAL)

STATE OF Florida)
COUNTY OF Broward) SS.:

The foregoing instrument was acknowledged before me this 29 day of April, 2008 by Myra Becker as VP of WACHOVIA BANK, N.A., a national banking association, who is personally known to me or who produced _____ as identification, on behalf of the _____.

MY COMMISSION EXPIRES:

Paula J Musso
NOTARY PUBLIC, State
of Florida
Print Name Paula J Musso



EXHIBIT 1

**LEGAL DESCRIPTION
OF PALOMA LAKES COMMUNITY**

All of Parcel A together with all of Parcels B-1, B-2, B-3 and B-4 of PALOMA LAKES PLAT, according to the plat thereof as recorded in Plat Book 176, Pages 171 through 174 of the Public Records of Broward County, Florida.

EXHIBIT 2
ARTICLES OF INCORPORATION

STATE OF FLORIDA PAGE 0017003 Florida Dept of State

State of Florida

Department of State

I certify from the records of this office that PALOMA LAKES COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 14, 2007.

The document number of this corporation is N07000002712.

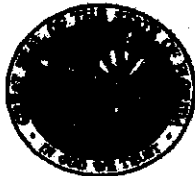
I further certify that said corporation has paid all fees due this office through December 31, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 907A00018240-031507-N07000002712-1/1, noted below.

Authentication Code: 907A00018240-031507-N07000002712-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of March, 2007



A handwritten signature in black ink, appearing to read "Kurt S. Browning".

Kurt S. Browning
Secretary of State

11/07/07 11:02 PAGE 002/003 Florida Dept of State



I certify the attached is a true and correct copy of the Articles of Incorporation of PALOMA LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on March 14, 2007, as shown by the records of this office.

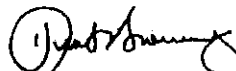
I further certify the document was electronically received under FAX audit number N07000067739. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000002712.

Authentication Code: 907A00018240-031507-N07000002712-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of March, 2007




Kurt S. Browning
Secretary of State

11/15/2007 11:01 PAGE 003/003 Florida Dept of State



March 15, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PALOMA LAKES COMMUNITY ASSOCIATION, INC.
1151 PETERS ROAD CROSSROADS, BLVD #2
SUITE 100
PLANTATION, FL 33324

The Articles of Incorporation for PALOMA LAKES COMMUNITY ASSOCIATION, INC. were filed on March 14, 2007, and assigned document number N07000002712. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number N07000067739.

Corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Aleria Herring
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 907A00018240

P.O. BOX 6327 - Tallahassee, Florida 32314

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**ARTICLES OF INCORPORATION
FOR
PALOMA LAKES COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

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**ARTICLES OF INCORPORATION
FOR
PALOMA LAKES COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby adopt the following Articles of Incorporation (these "Articles").

1. Name of Corporation. The name of the corporation shall be Paloma Lakes Community Association, Inc. (the "Association").
2. Principal Office. The principal office of Association is 8151 Peters Road, Crossroads Building #2, Suite 1000, Plantation, Florida 33324.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is c/o Duane Morris, LLP; 200 South Biscayne Boulevard; Suite 3400; Miami, Florida 33131. The name of the Registered Agent of Association is:

JEFFREY R. MARGOLIS, P.A.

4. Definitions. A declaration entitled Declaration for Paloma Lakes Community (the "Declaration") will be recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of a community to be known as Paloma Lakes Community (the "Community"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for its members, Board of Directors or Officers.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and the Community.

7.3 The obligation to operate and maintain the Surface Water Management System within the Community (including, without limitation, all retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SFWMD Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within the Community.

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.5 To pay all Operating Costs including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association and establish Reserves for deferred maintenance or capital expenditures.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease,

Paloma Lakes Community
Articles

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transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Community to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.9 To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Community, the Common Areas, and Units as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.12 To employ personnel and retain independent contractors to contract for management of Association, the Community and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas and the Community as provided in the Declaration such as, but not limited to, maintenance, garbage pick-up, and utility services.

7.14 To establish committees and delegate certain of its functions to those committees.

7.15 To contract with the District for any legal purpose.

7.16 To pay utility bills for utilities serving the Common Areas or other property.

8. Term of Existence. Association shall have perpetual existence.

9. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of an odd number with not less than three (3) members. The initial number of directors shall be three (3). Board members shall be elected/appointed as stated in the By-Laws. The election/appointment of Directors shall be held at the annual meeting. Directors shall be elected/appointed for a term expiring on the date of the next annual meeting. The names and addresses of the members of the current Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Marlene Schrager	8151 Peters Road Crossroads Building #2 Suite 1000 Plantation, Florida 33324

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Michael Papale 8151 Peters Road
Crossroads Building #2
Suite 1000
Plantation, Florida 33324

Kendall Cummings 8151 Peters Road
Crossroads Building #2
Suite 1000
Plantation, Florida 33324

11. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

President: Marlene Schrager
8151 Peters Road
Crossroads Building #2
Suite 1000
Plantation, Florida 33324

Vice President: Michael Papale
8151 Peters Road
Crossroads Building #2
Suite 1000
Plantation, Florida 33324

Secretary/Treasurer: Kendall Cummings
8151 Peters Road
Crossroads Building #2
Suite 1000
Plantation, Florida 33324

12. Incorporator. The name and address of the Incorporator is as follows:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane, Morris LLP
200 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131

13. Indemnification.

13.1 Indemnity. Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

13.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

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13.3 Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

13.4 Expenses. To the extent that a director, officer, employee or agent of Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 13.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

13.5 Approval. Any indemnification under Section 13.1 above (unless ordered by a court) shall be made by Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 13.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners.

13.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by Association as authorized in this Article 13.

13.7 Miscellaneous. The indemnification provided by these Articles shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

14. Transactions in Which Directors are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

15. Amendments.

15.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever.

15.2 Amendments Prior to Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter,

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Developer shall join in such identical amendment so that its consent to the same will be reflected.

15.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

16. Limitations.

16.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

16.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

16.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

17. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the circuit court having jurisdiction of the judicial circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

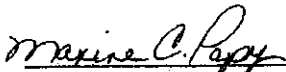
For the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation to be effective as of this 14 day of MARCH, 2007.

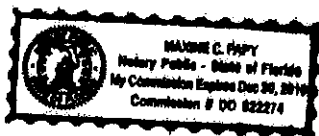

JEFFREY R. MARGOLIS, as
President of Jeffrey R. Margolis, P.A.

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14 day of March, 2007 by JEFFREY R. MARGOLIS as President of Jeffrey R. Margolis, P.A., who is personally known to me ~~or who presented~~ identification, on behalf of the corporation. -88-

My commission expires:


NOTARY PUBLIC,
State of Florida at Large
Print Name: MAXINE C. PAPP



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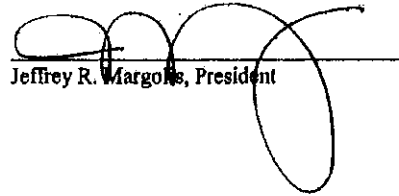
ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 14 day of March, 2007.

JEFFREY R. MARGOLIS, P.A.

By:


Jeffrey R. Margolis, President

((H07000067739 3)))

EXHIBIT 3

BY-LAWS

BY-LAWS
OF
PALOMA LAKES COMMUNITY ASSOCIATION, INC.

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**BY-LAWS
OF
PALOMA LAKES COMMUNITY ASSOCIATION, INC.**

1. **Name and Location.** The name of the corporation is PALOMA LAKES COMMUNITY ASSOCIATION, INC. ("**Association**"). The principal office of the corporation shall be located at 8151 Peters Road, Crossroads Building #2, Suite 1000, Plantation, Florida 33324, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. **Definitions.** The definitions contained in the Declaration for Paloma Lakes Community (the "**Declaration**") relating to the residential community known as Paloma Lakes Community recorded, or to be recorded, in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"ACC" shall mean the Architectural Control Committee for Paloma Lakes Community.

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws, together with all amendments and modifications thereof.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean Lennar Homes, LLC, a Florida limited liability company, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean a member of Association.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3 of these By-Laws.

"Turnover Date" shall have the meaning set forth in the Declaration.

"Voting Interests" shall mean the voting rights held by the Members.

3. **Members.**

3.1 **Voting Interests.** Each Owner and Developer shall be a member of Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a member of Association. membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one (1) vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

3.1.1 Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Unit, Association shall have no obligation to review the trust agreement with respect to such trust. If the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may exercise the Voting Interest associated with such Unit. In the event of a conflict between trustees, the Voting Interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Unit shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Unit.

3.1.4 Partnerships. If a Unit is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

3.1.5 Multiple Individuals. If a Unit is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Unit. In the event that there is a conflict among such individuals, the Voting Interest for such Unit cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained

by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the Member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by Association.

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board consisting of no less than three (3) persons and no more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other members must be Members of Association.

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the Members.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statutes. By way of example, and not of limitation, notice may be given in any Association newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within Paloma Lakes shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Units are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Paloma Lakes by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Acquire, dedicate, grant, license, lease, concession, create easements upon, sell or transfer all, or any part of the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.1.9 District. Contract with the District for any lawful purpose.

6.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments against, or due from, each Owner including, but not limited to fines, lien enforcement, and other fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The offices of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes; cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as it deems appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the

ACC, the Board shall appoint the members of the ACC. As provided in the Declaration, Association shall have the authority and standing to seek in courts of competent jurisdiction enforcement of any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment, such consent to be at Developer's sole and absolute discretion. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

EXHIBIT 4
SFWMD PERMIT



ENVIRONMENTAL PROTECTION DEPARTMENT - Water Resources Division
Mailing Address: 115 South Andrews Avenue, Room A-240 • Fort Lauderdale, Florida 33301 954-518-1270 • FAX 954-519-1498
April 24, 2006

Coral Lakes MHC LTD Partnership
1750 Telegraph Road, Suite 301A
Bloomfield, MI 48302

CALVIN, GIORDANO

MAY 01 2006

WPB OFFICE

RE: Paloma Lakes
City of Coconut Creek, S/T/R (18-48-42)

This is to notify you of the Environmental Protection Department's (EPD) action concerning your application received 09/15/2005. The application has been reviewed for compliance with the following requirements:

ERP Review - GRANTED

EPD has the authority to review the project for compliance with Rule 40E-1.603 and Chapter 40E-40 of the Florida Administrative Code pursuant to an agreement between EPD, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Environmental Resource Standard General Permit No. 06-00551-S-91 was issued on 04/24/2006.

Broward County Surface Water Management Review - GRANTED

EPD has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2006-061 was issued on 04/24/2006. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that no Certificate of Occupancy can be issued on this project until released, in writing, by all EPD divisions as required. Such release will be pending approval of any engineering certifications required by specific condition No. 15.

Broward County Environmental Resource License Review - GRANTED

EPD has reviewed the project, and the construction shall be in accordance with Application DEP form 62-343.900 (1), the EPD Addendum, and all associated information received on 08/18/2005. Based on the information submitted, the plans have been approved and stamped with Broward County Environmental Resource License (ERL) No. DF05-1243.

The above referenced approvals will remain in effect subject to the following:


1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached 18 exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the attached "Notice of Rights", we will assume you concur with the action taken by EPD.

Broward County Board of County Commissioners
Josephus Eggleston, Jr. • Ben Graber • Sue Guntzburger • Kristin D. Jacobs • Rene Lieberman • John E. Rodstrom, Jr. • Jim Scott • Diana Wasserman-Rubin • Lois Wexler
www.broward.org

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on 04/24/2008, in accordance with Section 120.60 (3), Florida Statutes.

By: 
John M. Crouse, P.E.
Surface Water Management Licensing Section

Enclosed are the following:

- ☒ executed staff report;
- ☒ set(s) of stamped and approved plans;
- ☐ application fee receipts;
- ☒ "Notice of Rights; and";
- ☒ Inspection Guidelines Brochure.



Department of Planning and Environmental Protection
Water Resources Division
218 S.W. 1st Avenue
Fort Lauderdale, FL 33301
(954) 519-1270 • Fax (954) 519-1496

"What to Expect When We Are Inspecting Surface Water Management Systems"

A guideline for engineers, contractors, and licensees of surface water management systems pertaining to the release of certificates of occupancy.

The intent of this document is to establish some guidelines to achieve compliance with the Code while maximizing customer service needs to licensees and their agents and the local building departments by facilitating the Certificate(s) of Occupancy (CO) release procedure for building projects. It is also our intent of this document to encourage licensees and their agents and the local building departments to not put our inspection staff on the "critical path". *We recognize that the local building departments must adhere to the requirements of the South Florida Building Code and the requirements of Article I of the Broward County Natural Resource Protection Code.*

The Water Resources Division - Surface Water Management Licensing program has the responsibility of reviewing designs, licensing, and inspecting surface water management systems within portions of Broward County under the provisions of the Broward County Natural Resource Protection Code, Chapter 27, Section 27-191 through Section 27-201. This includes enforcement for the purpose of protecting our natural resources. This document contains specific information about the Division's surface water management inspection procedures, review of record/as-built drawings, and time required to complete the procedure successfully. We hope that you find this information useful and welcome your input to improve the process. Please be advised this document may be included with the approved license and may be modified on an as needed basis. Extra copies may be made available at your request.

The following certification package must be submitted at least two (2) weeks prior to the anticipated date of occupancy - exceptions may be made on a case by case basis. Note: Items 1 & 2 are not applicable to plans stamped as General Licenses (GL#-###). Items 3 & 4 can apply to GL if plans are stamped for construction certification.

1. Final Record/As-built Drawings (hard copy & AutoCad/electronic format) of the Site and Lake/Canal Slopes (where applicable).
2. Final Record/As-built Drawings of the Control Structure(s) or Overflow Structure(s) (where applicable).
3. Signed and Sealed Letter from a Florida Registered Professional Engineer Certifying All Components of the Surface Water Management System Were Constructed in Substantial Conformance with the DPEP Approved Plans, and
4. A \$75 partial certification fee (fees are subject to change) when a partial certification is submitted. *The certifying engineer must indicate that a substantial amount of the water management system has been constructed to serve the partial phase to satisfy the water quality and water quantity requirements of the Code and exactly which lots/buildings are requested for release.*

Staff will perform an inspection on a first come first served basis of the above items. A successful submittal of the required items will prevent unwanted delays in the inspection and CO release processes.

WHAT WE LOOK FOR DURING THE RECORD/AS-BUILT DRAWING REVIEW AND DURING THE INSPECTION:

1. The engineer's letter must contain the appropriate certification language. The suggested wording is located in the Code and in the specific conditions of the license. The letter must be signed and sealed. *It is imperative that the engineer of record describe any minor modifications to the system that were made during the construction of the project.* However, substantial modifications must have received prior approval by DPEP.
2. In addition to rim, manhole, & pipe invert elevations, the plans should contain a substantial amount of survey information to show that the site grades and perimeter grades were constructed in substantial conformance with the DPEP approved plans.
3. If part of the approved system, lake & canal slope as-built plans should contain a substantial number of cross sections (a minimum of 1 section per 50 linear feet is preferred) to show compliance with the Department's slope criteria. *The staff reserves the right to require additional slope cross sections as necessary as well as slope regrading.* Surface area calculations at the control elevation should be submitted for lakes.
4. Control structure or overflow structure information must show all (as-built) dimensions and elevations.
5. All catch basin & manhole structures must have appropriate mudwork to prevent seepage that could lead to structure/asphalt failures & subsequent turbidity violations.
6. All catch basins, manholes, & pipes must be relatively free of sediment & debris and must be accessible to staff. Arrangements should be made with staff for inspecting basins that are covered with fabric materials for sediment control purposes. Fabric must be removed by the licensee or other appropriate personnel prior to the inspection.
7. Lake, canal, swale, dry detention/retention area slopes must be stabilized through appropriate measures, i.e. no evidence of erosion or sedimentation should be encountered during the inspection. Arrangements should be made with staff with regards to timeliness of sodding or seeding slopes and bottoms of dry detention/retention areas.
8. All baffle mechanisms must be water tight at all contact surfaces of basin walls by a durable gasket device.

Successful compliance with the above items will insure a timely release of the of Certificate(s) of Occupancy from division staff.

Upon completion of the field inspection, arrangements with inspection staff will be made to correct all observed field deficiencies. With your cooperation, Certificate(s) of Occupancy will be released upon correction of all field deficiencies.

ENVIRONMENTAL RESOURCE PERMIT**CHAPTER 40E-4 (10/95)****40E-4.321 Duration of Permits**

(1) Unless revoked or otherwise modified, the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonable expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331 (2)(b), F.A.C. (Letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law implemented 373.413, 373.416, 373.419, 373.426 F.S. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (2000), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

(a) **Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

(b) **Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

(c) **Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

(d) **State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

(e) **Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for using or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

(f) **Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.811, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section (g) below.

(g) **Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

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2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-108.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.66, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

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LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Statute. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read: Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) the name, address, telephone number and any facsimile number of the petitioner;
- (c) the name, address, telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principles of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; a
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- (a) the specific facts that make the situation an emergency; and
- (b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

- 14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (f) A demand for relief.

28-106.301 INITIATION OF PROCEEDINGS (NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
 - (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;
- (b) How the rule or order sought to be reviewed affects the interests of the party seeking review;
- (c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;
- (d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all factual bases in the record which the petitioner claims support such determination(s); and
- (e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

- (1) If the agency finds that immediate serious danger to the public health, safety, or welfare required emergency action, the agency shall summarily suspend, limit, or restrict a license.
- (2) The 14-day notice requirement of Section 120.569(2)(b), F.S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.
- (3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.511 EMERGENCY ACTION

- (1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.
- (2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

SWMD General Conditions

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications, and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter, the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, has submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District (August 1995) accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E1.8107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District (August 1995), prior to lot or unit sales or prior to the completion of the system, whichever occurs first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, where appropriate. For those systems which are proposed to be maintained by the County or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C.

12. The permittee is hereby advised that Section 253.77, F.S. stated that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a General Permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.

14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.8105 and 40E-1.8107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SFWMD Special Conditions

1. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
2. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
3. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. The conditions outlined in the Broward County Specific Conditions section, except where language specifically relates to Broward County Code, are incorporated into these SFWMD Special Conditions.
6. Operation of the surface water management system shall be the responsibility of homeowner's association.
7. All special conditions, exhibits and other materials previously stipulated by permit number 06-00551-S remain in effect unless otherwise revised and shall apply to this modification.

Broward County General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by the Environmental Protection Department (EPD) pursuant to Chapter 27 of the Broward County Code of Ordinances. The EPD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by the EPD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify the EPD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to EPD that describes the incident, its cause, the measures being taken to correct the problem and prevent its recurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the EPD, may be used by the EPD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, and shall comply with all provisions of the most current version of this chapter, as amended.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times by EPD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPD, and any forbearance on behalf of EPD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPD's rights hereunder.

Broward County Specific Conditions

1. The licensee shall allow authorized personnel of the EPD, municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the EPD shall require these agreements to be recorded.
3. The licensee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Offsite discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the EPD has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the EPD will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.
11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.
12. The EPD will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.
13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the EPD in writing and receive prior approval.
14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in Section 27-200 (b) (1) (c). Such monitoring will be under the cognizance of the EPD.

15. Upon completion of the construction of a surface water management system or phase thereof licensed by the Water Resources Division, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AND THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY WATER RESOURCES DIVISION, AND HEREBY AFFIX MY SEAL THIS ____ DAY OF _____, 20 ____.

(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.

17. The licensee shall notify the Water Resources Division in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.

18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.

19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with Section 27 - 198 (d) (2) of the Article.

20. The Water Resources Division reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

21. This permit does not constitute the approval required by Section 27-358(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 518-1260 for further information.

22. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.

23. The surface water management system must be inspected by the Water Resources Division to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the EPD approval. Partial certifications will be handled in accordance with Specific Condition No. 18.

24. The licensee is advised that he/she is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #2510 at 2600 Blair Stone Road - Tallahassee, Florida 32399-2400.

25. Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.

26. Any project caused environmental problems(s) shall be reported immediately to the EPD Environmental Response line at (854) 519-1499.

27. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.

28. Turbidity screens or equivalent shall be properly employed and maintained as necessary during construction activities so that turbidity levels do not exceed 29 NTU's above natural background 50 feet downstream of point of discharge. If turbidity levels exceed these limits, project activities shall immediately cease, and work shall not

resume until turbidity levels drop within these limits (62-302.530(70) FAC).

29. Notify the Department in writing within 48 hours from completion of final grading of the lake slopes.

30. Any water bodies to be filled pursuant to this license must be filled only with rock, soil or muck, as appropriate and depicted on the attached drawings dated 2/13/08 by the Department. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. Use as fill of any materials other than rock, soil or muck shall constitute a violation of this license. The disposal of any putrescible or deleterious debris in any water body is prohibited.

31. All water bodies or wetland areas which are adjacent to the specific limits of construction authorized by this license shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity or dewatering.

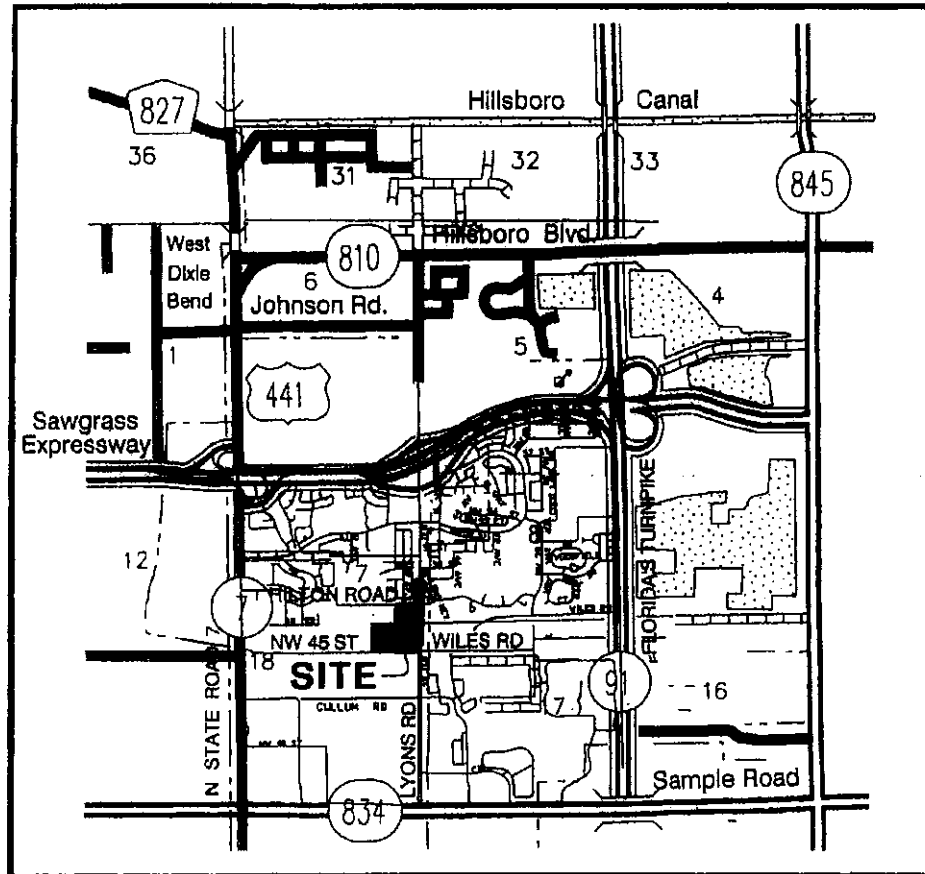
32. Should dewatering be required, no dewatering effluent shall be directed into preserved wetlands or upland buffers on the adjoining property. Any dewatering discharges during construction shall be contained on-site.

33. A letter stating that the lake slopes have been surveyed and are in substantial compliance with the licensed plans, shall be submitted by a Professional Engineer registered in the State of Florida. The letter must be submitted to the Department within thirty (30) days from completion of final grading of the canal bank.

34. This license does not authorize impacts to wetlands or any other natural resources.

35. This license does not relieve the licensee from obtaining any other required federal, state, or local permits or authorizations prior to commencement.

36. A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION



LOCATION MAP

N.T.S.

SECTION 7 AND SECTION 18, TOWNSHIP 48 SOUTH., RANGE 42 EAST.

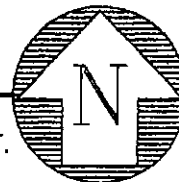


Exhibit 1

STAFF REPORT

Project Name: Paloma Lakes
Permit Number: 06-00551-S-91 **License Number:** SWM2006-061, DF05-1243
Application Number: 050915-28 **Concurrent Application:** L2005-252
Application Type: Environmental Resource Modification
Location: Broward County **Section-Township-Range:** 18-48-42
Permittee's Name: Coral Lakes MHC LTD Partnership

Project Area: 29.25 acres **Drainage Area:** 32.25 acres
Project Land Use: Residential
Drainage Basin: Hillsboro
Receiving Body: Existing System

Purpose:

The modification of SFWMD Permit # 06-00551-S for the construction and operation of a surface water management system to serve a proposed 29.25 residential project within the Coccomar Water Control District.

Project Evaluation:**Project Site Description:**

The site is presently developed and is located at the NW Intersection of Lyons Road and Willes Road.

Proposed Project Design:

The proposed construction will include 8.34 acres of building area, 9.92 acres of paved area and the proposed drainage system. A system of swales, inlets and culverts will direct the storm runoff to 3.01 acres of onsite wet detention areas and 3.0 acres of off-site wet detention area (purchased from the Coco Lakes Homeowner's Association) for water quality treatment and to meet the water quantity requirements of the Code. The submitted plans and calculations are in substantial conformance with the Coccomar master permit.

Project Background:

3.0 acres of off-site lake area were purchased from the Coco Lakes Homeowner's Association in order to meet the Coccomar Master Permit requirements.

Exhibit 2A

Environmental Summary:

No wetland areas were identified within the project area and no wetland impacts are anticipated from the development of this parcel. Therefore, no wetland mitigation requirements have been included in the permit for this project.

The project shall include the partial filling of an existing 4.009 acre lake with approximately 107,880 cubic yards of material. Maximum depth of this lake will be -4.0 NGVD. The project shall also include the excavation of approximately 57,840 cubic yards of material to create two additional lakes for surface water retention for a residential development. Maximum depth of these lakes will be -4.0 NGVD. The project is to be conducted as shown on the attached drawings and shall be in conformance with Section 27-337(b) (13) of the Broward County Code of Ordinances. This license does not authorize impacts to wetlands or any other natural resources.

Construction shall be in accordance with Application DER Form 82-343.900(1) and EPD Addendum; plans stamped by the Department on 4/10/06 (Attached); and with all General and Specific Conditions of this license.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, EPD has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

EXHIBIT 2B

Special Concerns:

Operating Entity: Homeowners Association acceptable to Broward County
FL

Waste Water System/Supplier: BCUD #4

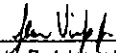
Exhibit 2C

STAFF RECOMMENDATION:


South Florida Water Management District and Broward County rules have been adhered to and a General Permit should be granted.

STAFF REVIEW:

Water Resources Division:

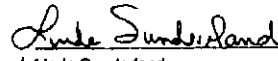


John Badalamenti

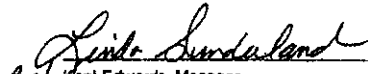


Leonard Valpando, PE

Biological Resources Division:

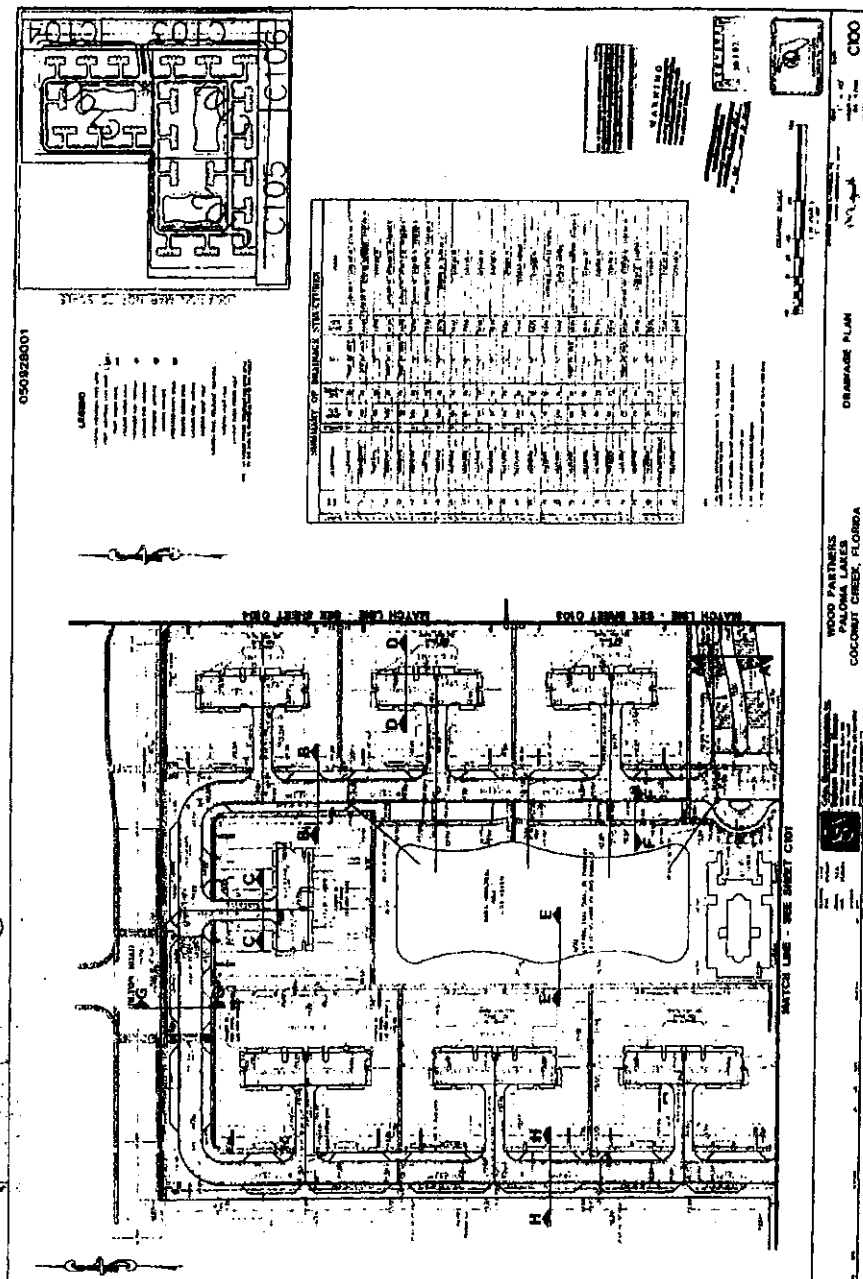


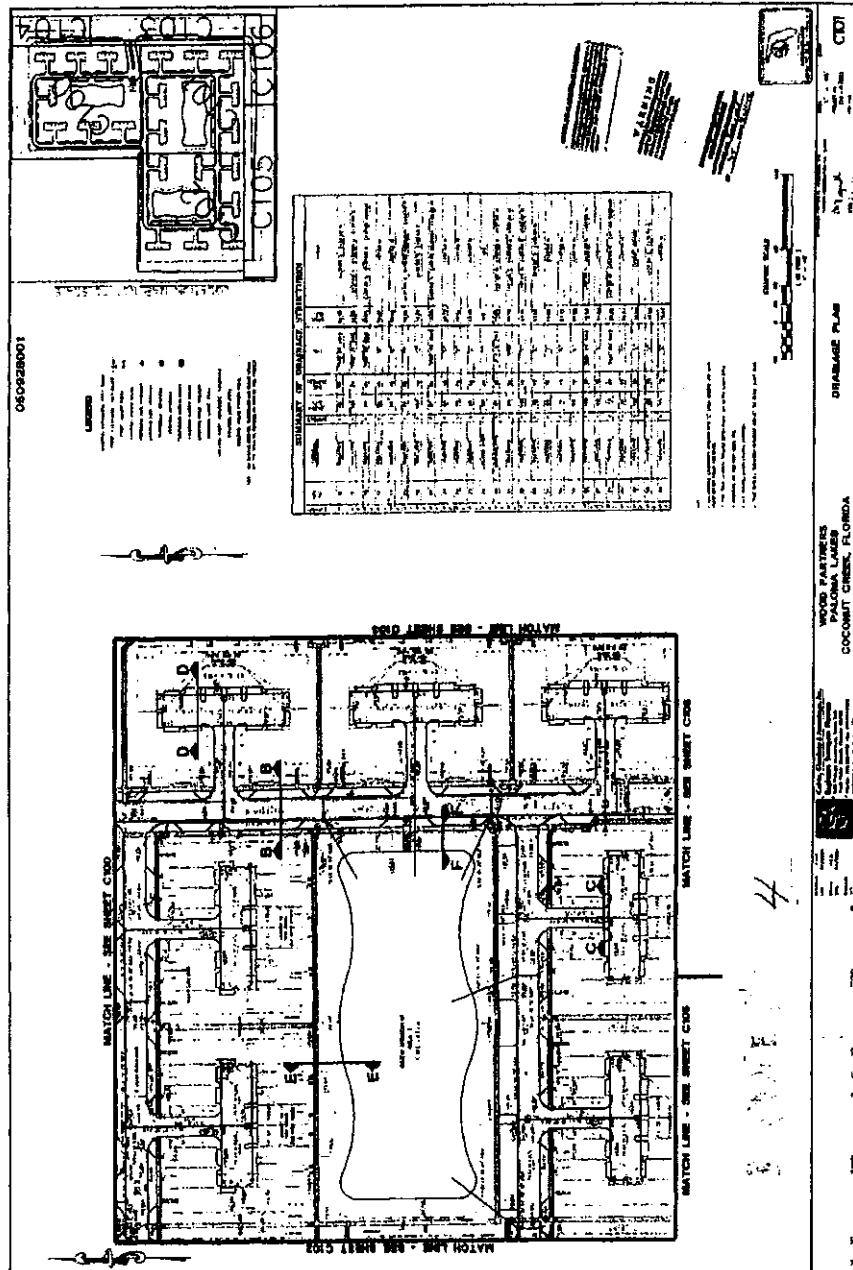
For Linda Sunderland

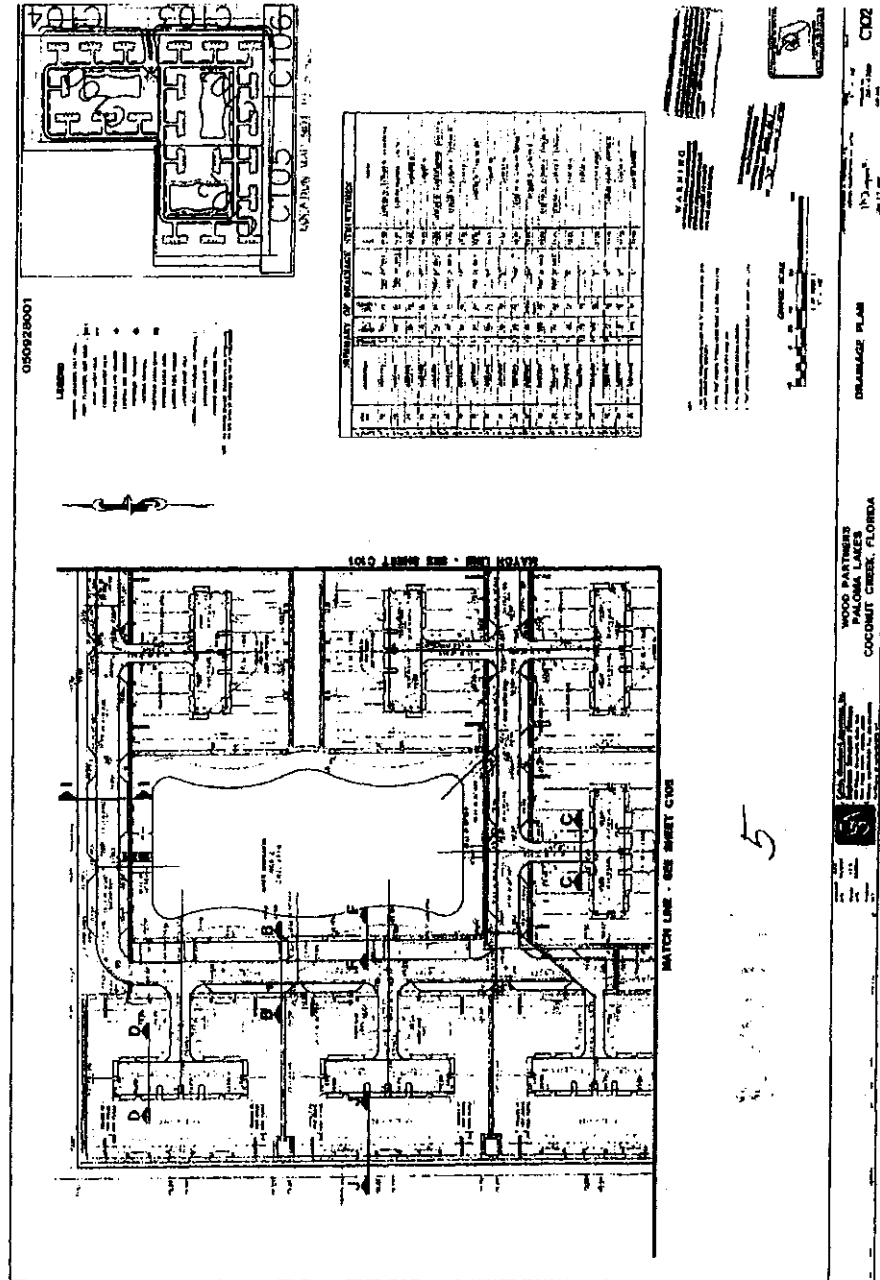


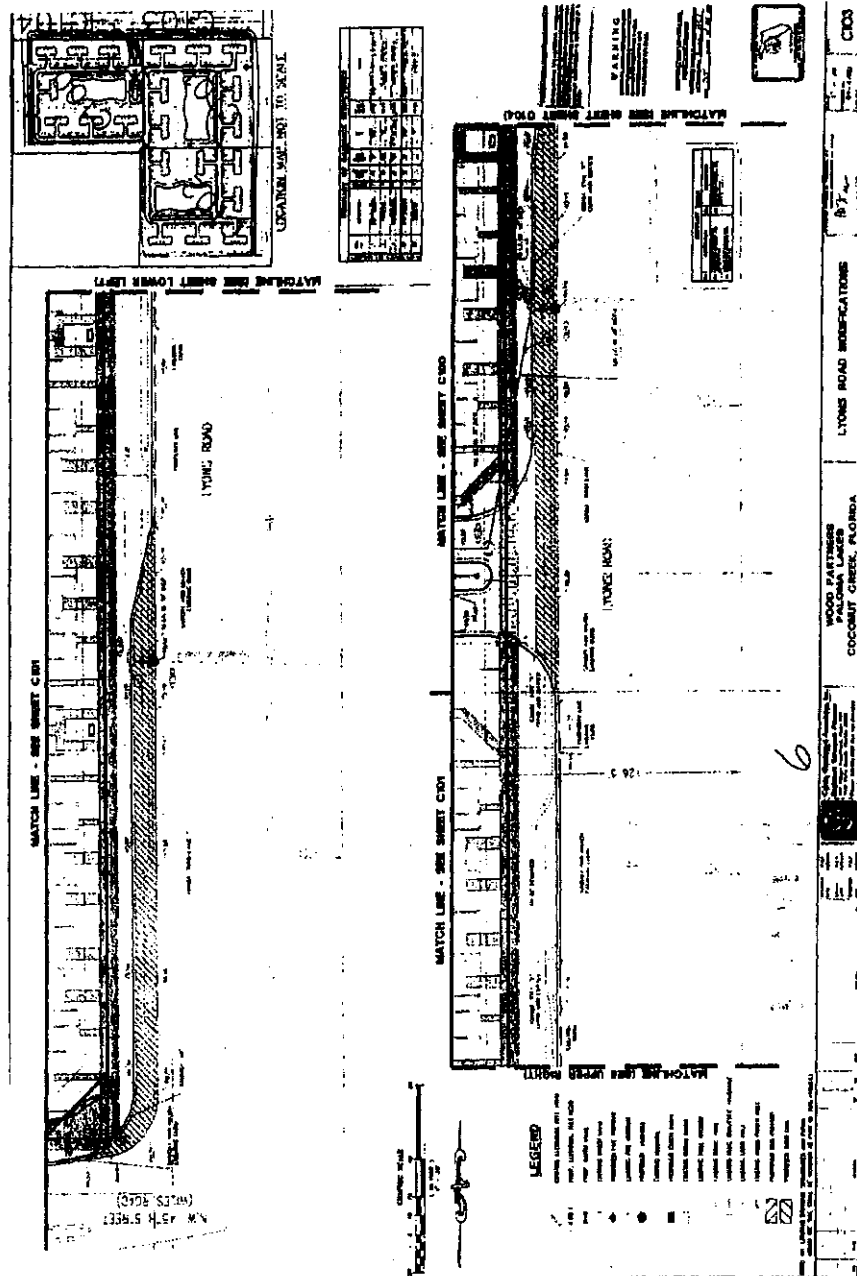
For Kent Edwards, Manager

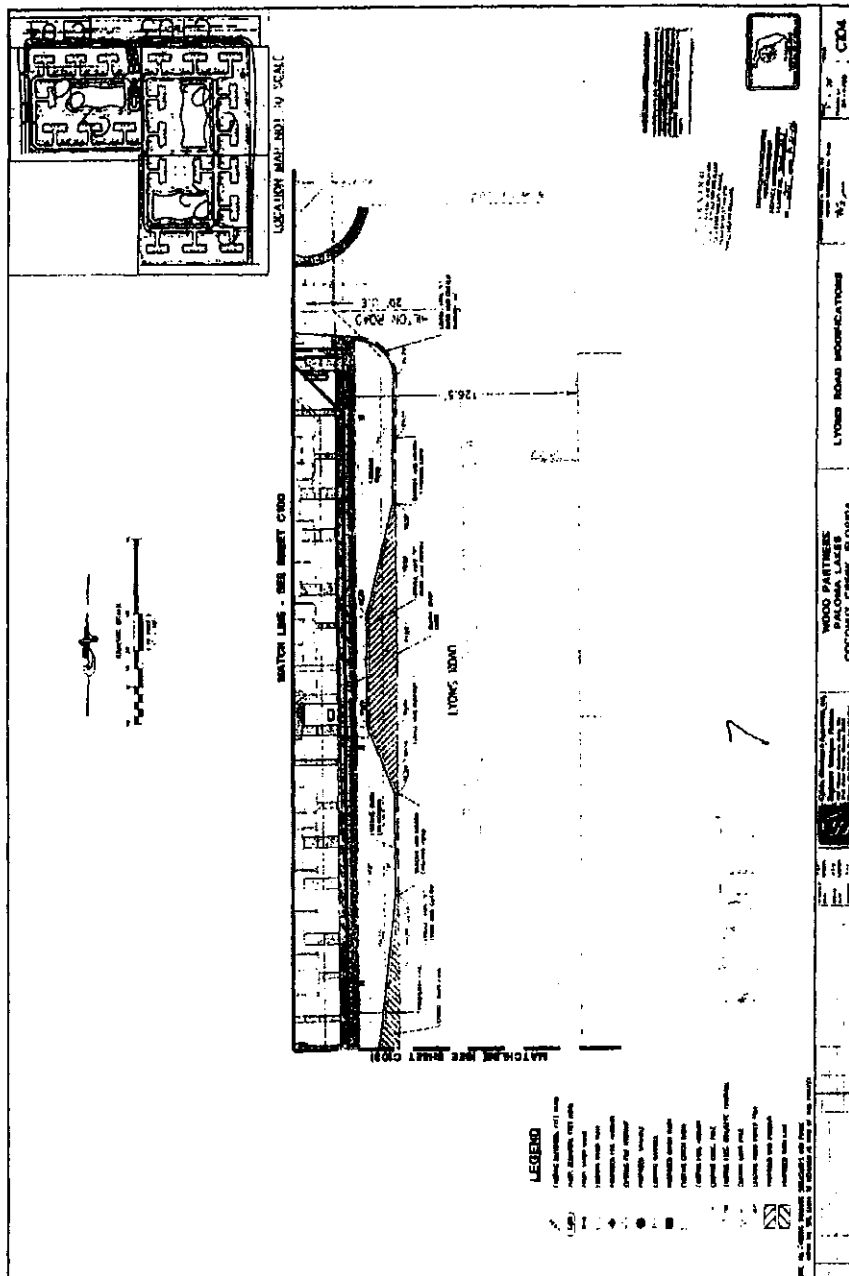
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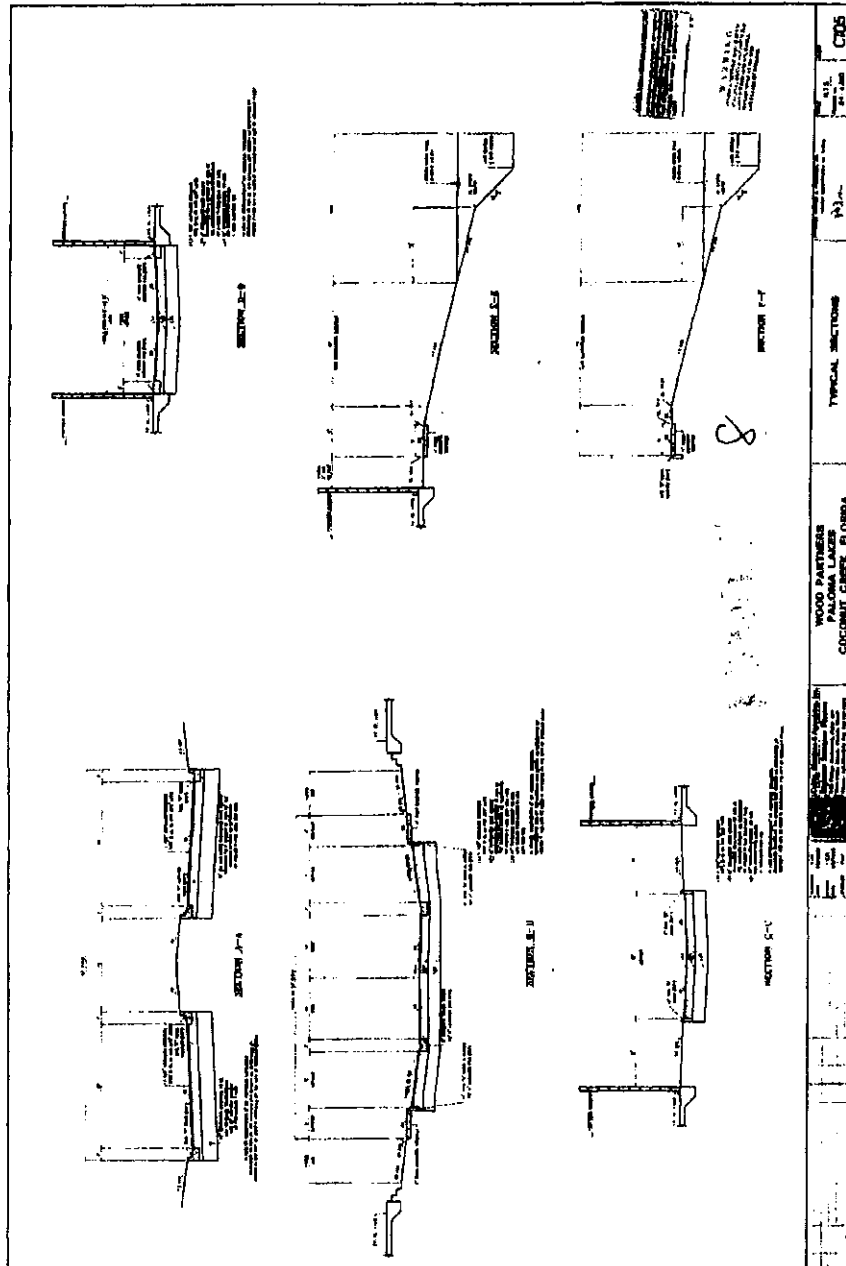


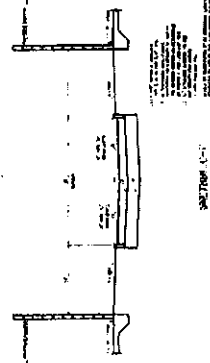
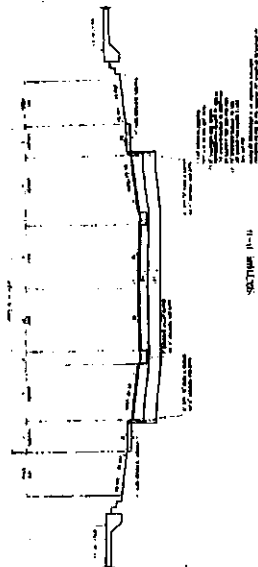
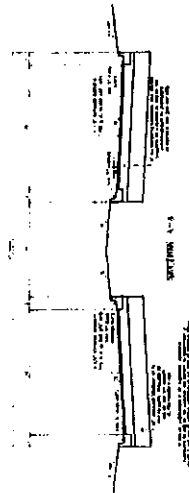
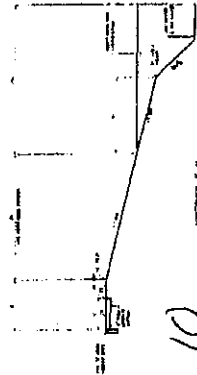
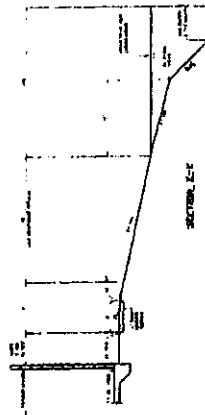
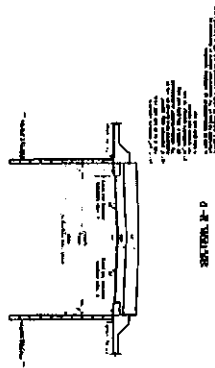






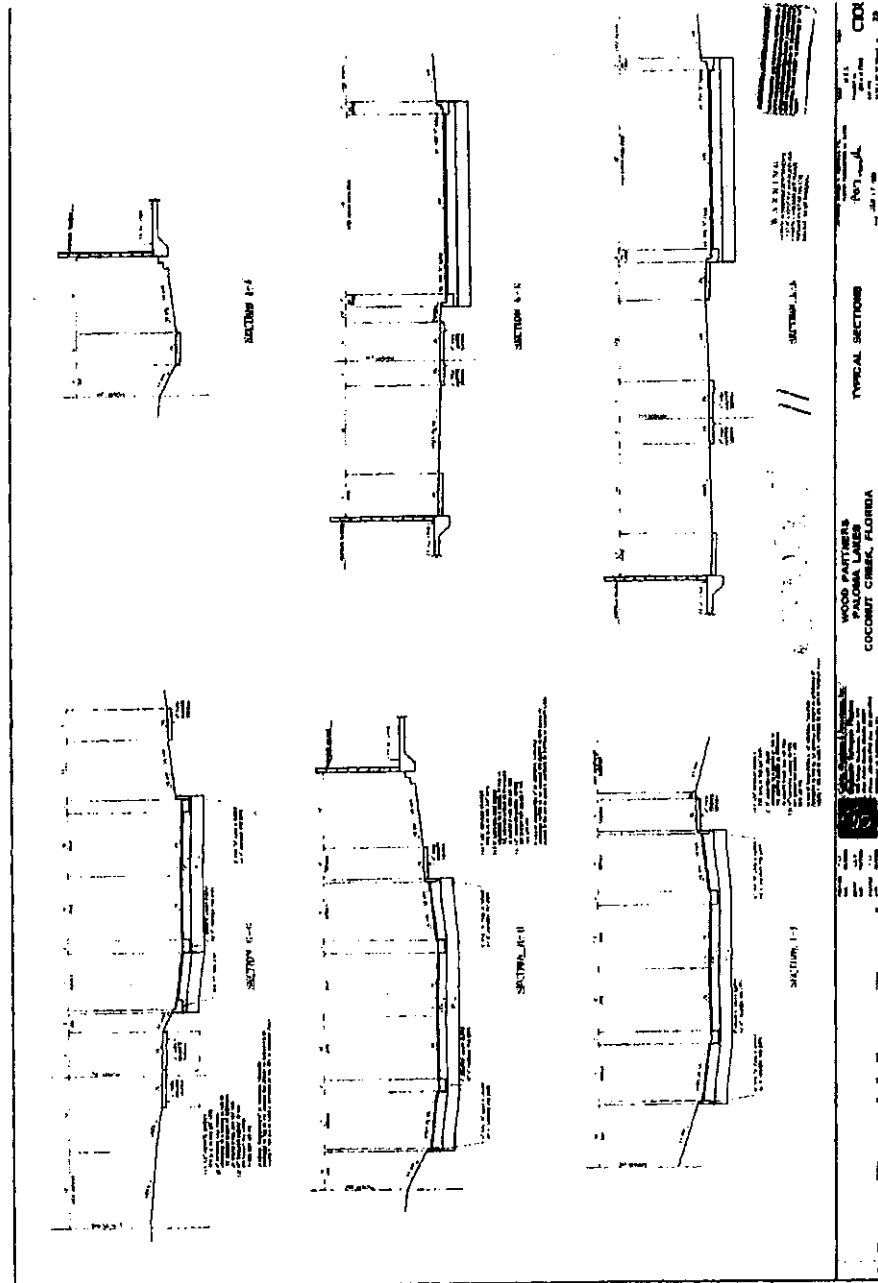


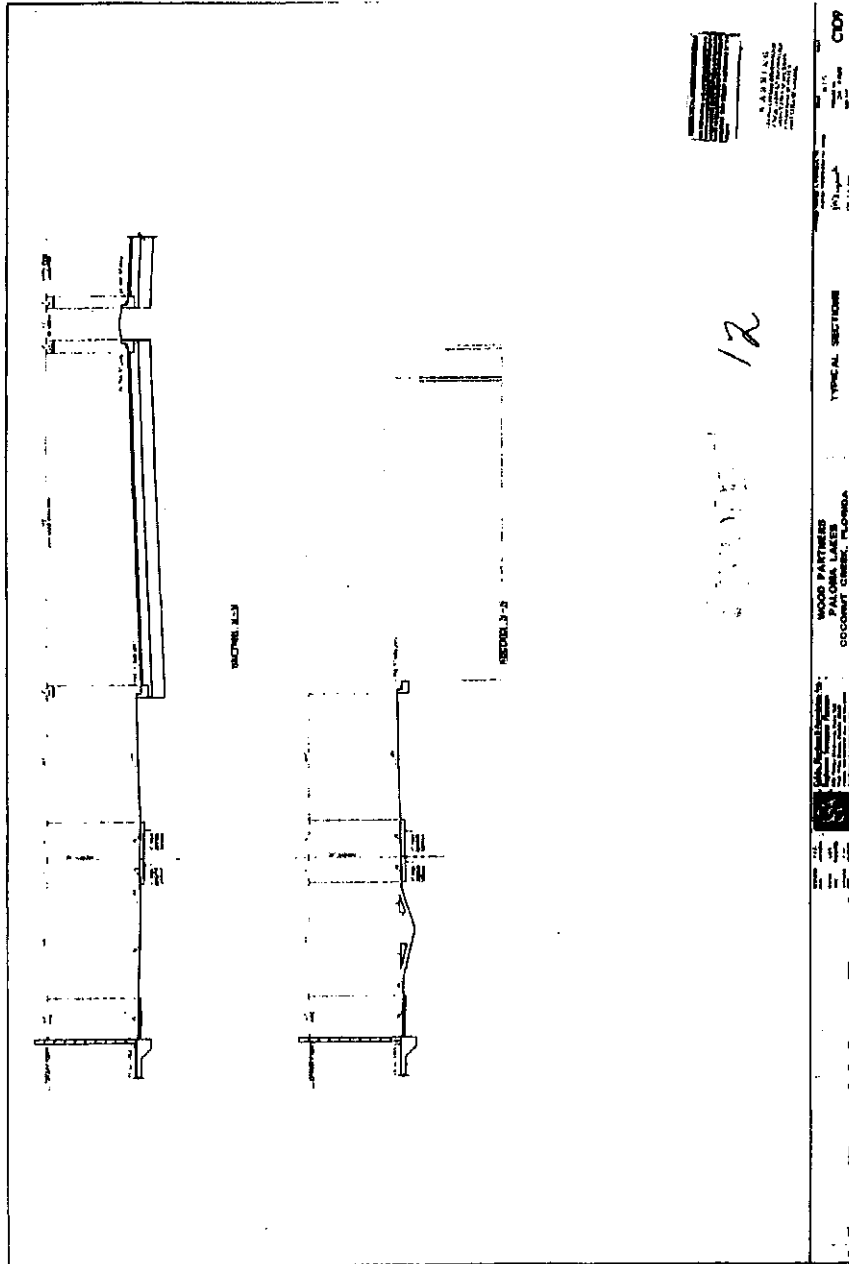


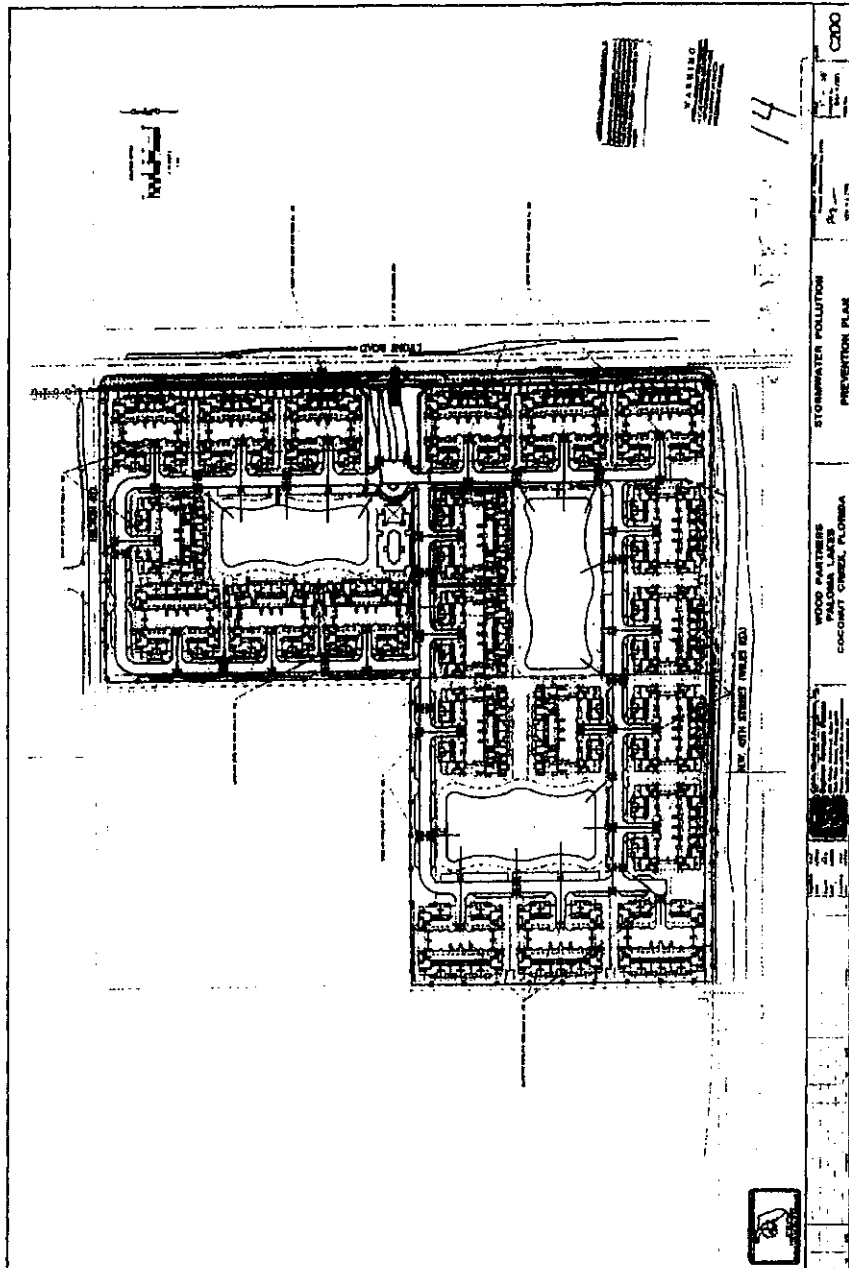


10

DATE	10/10/01	TIME	10:00
BY	W. J. H. H.	NO.	1001
<p>WOOD PARTNERS PALOMA LAKES COCONUT CREEK, FLORIDA</p>			
<p>WOOD PARTNERS PALOMA LAKES COCONUT CREEK, FLORIDA</p>			
<p>WOOD PARTNERS PALOMA LAKES COCONUT CREEK, FLORIDA</p>			







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NOTE TO CONTRACTOR:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

SECTION 1

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SECTION 2

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STORMWATER POLLUTION PREVENTION PLAN
 WOOD PARTNERS PALM BEACH
 COASTAL COMMUNITY DEVELOPMENT

16

<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER POLLUTION PREDICTION NOTES</p>
<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER / DRAINAGE THREATS / HAZARDS N.Y.C.</p>	<p>STORMWATER POLLUTION PREDICTION NOTES</p>
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**STAFF REPORT DISTRIBUTION LIST
ADDRESSES**

Owner:
Coral Lakes MHC LTD Partnership
1750 Telegraph Road, Suite 301A
Bloomfield, MI 48302

Applicant:
Coral Lakes MHC LTD Partnership
1750 Telegraph Road, Suite 301A
Bloomfield, MI 48302

✓ **Engineering
Consultant:**
Calvin Giordano and Associates
Attention: Mr. Patrick Figurella
560 Village Boulevard, Suite 340
West Palm Beach, FL 33409-1962

Other:
City of Coconut Creek Building Official
Army Corps of Engineers

18

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:


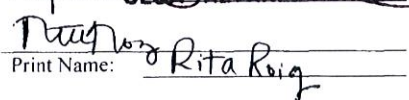
MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

**CERTIFICATE OF AMENDMENT TO BY-LAWS FOR PALOMA LAKES CONDOMINIUM
NO. 1 ASSOCIATION, INC.**

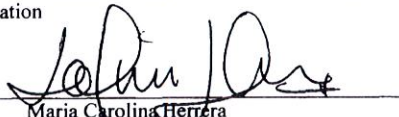
WE HEREBY CERTIFY THAT the attached First Amendment to By-Laws for Paloma Lakes Condominium No. 1 Association, Inc., a Florida not-for-profit corporation (the "**First Amendment**"), amending the By-Laws for Paloma Lakes Condominium No. 1 Association, Inc., a Florida not-for-profit corporation (the "**By-Laws**"), which By-Laws were recorded as Exhibit 4 to the Declaration of Condominium for Paloma Lakes Condominium No. 1 in Official Records Book 45323, Page 1594 of the Public Records of Broward County, Florida. The First Amendment was duly adopted by one hundred percent (100%) of the Board of Directors of Paloma Lakes Condominium No. 1 Association, Inc.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 16th day of June, 2008.

WITNESSES:


Print Name: OLGA ALVAREZ-HERNANDEZ

Print Name: Rita Ruiz

PALOMA LAKES CONDOMINIUM NO. 1
ASSOCIATION, INC., a Florida not-for-profit
corporation

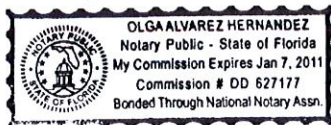
By: 
Name: Maria Carolina Herrera
Title: President

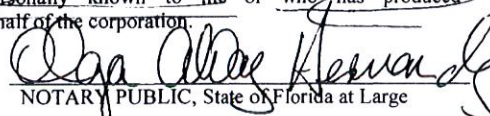
[SEAL]

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS.:

The foregoing instrument was acknowledged before me this 16th day of June, 2008, by Maria Carolina Herrera, as President of PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced as identification on behalf of the corporation.

My commission expires:




NOTARY PUBLIC, State of Florida at Large
Print Name: OLGA ALVAREZ-HERNANDEZ

(4)

**FIRST AMENDMENT TO BY-LAWS FOR PALOMA LAKES CONDOMINIUM NO. 1
ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO BY-LAWS FOR PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC. (this "First Amendment"), is made by the Board of Directors of Paloma Lakes Condominium No. 1 Association, Inc., a Florida not-for-profit corporation (the "Board"), and consented to by Lennar Homes, LLC, a Florida limited liability company ("Developer").

RECITALS

A. Developer recorded that certain Declaration of Condominium for Paloma Lakes Condominium No. 1 on April 30, 2008 in Official Records Book 45323, at Page 1594 of the Public Records of Broward County, Florida (the "Declaration") creating Paloma Lakes Condominium No. 1 (the "Condominium").

B. The By-Laws for Paloma Lakes Condominium No. 1 Association, Inc. (the "By-Laws"), were recorded as Exhibit 4 to the Declaration.

C. Pursuant to Section 13.3 of the By-Laws, prior to the date that Unit Owners (as defined in the Declaration) other than the Developer control the Board, amendments to the By-Laws must be approved by a vote of not less than one hundred percent (100%) of the entire Board.

D. Developer currently controls the Board and one hundred percent (100%) of the Board has approved this First Amendment.

NOW THEREFORE, the Board hereby declares that the By-Laws are amended as hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the By-Laws, this First Amendment shall control. Whenever possible, this First Amendment and the By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect.

3. Developer's Right to Appoint. Section 4.2 of the By-Laws is hereby deleted in its entirety and replaced with the following:

4.2 Developer's Right to Appoint. The Developer shall have the right to appoint all of the Directors comprising the Board until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the Members of the Board.

4.2.1 Turnover Date. See Section 21.3.

4.2.2 Turnover Meeting. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect one or more Directors to the Board, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give not less than sixty (60) days notice of an election in the manner provided in Section 718.112(2)(d) of the Florida Statutes. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. The election shall proceed as provided in Section 718.112(2)(d) of the Florida Statutes. At the time that Unit Owners other than the Developer elect a majority of the Directors comprising the Board (or not more than ninety (90) days after such election with respect to the audited financial records of the Association), the Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Association held by or controlled by the Developer, and all items required to be turned over by the Act.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 16th day of June, 2008.

WITNESSES:

[Signature]
Print Name: OLGA ALVAREZ-HERNANDEZ

PALOMA LAKES CONDOMINIUM NO. 1
ASSOCIATION, INC., a Florida not-for-profit
corporation

[Signature]
Print Name: Rita King

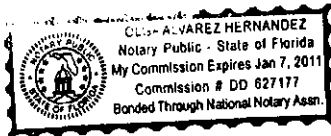
By: [Signature]
Name: Maria Carolina Herrera
Title: President

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16th day of June, 2008, by Maria Carolina Herrera as President of PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: OLGA ALVAREZ-HERNANDEZ

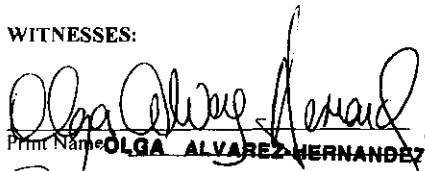
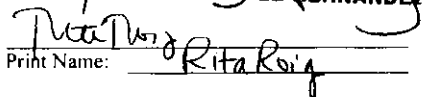
CONSENT

LENNAR HOMES, LLC

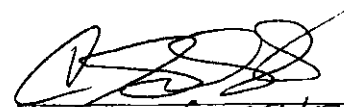
LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), does hereby consent to the First Amendment to By-Laws for Paloma Lakes Condominium No. 1 Association, Inc. (the "First Amendment"), to which this Consent is attached.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 16th day of June, 2008.

WITNESSES:


Print Name: OLGA ALVAREZ HERNANDEZ

Print Name: Rita Ruiz

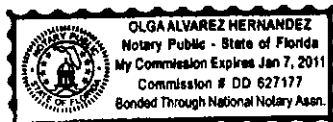
LENNAR HOMES, LLC, a Florida limited liability company

By: 
Name: Carlos Gonzalez
Title: Division President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS.:

The foregoing instrument was acknowledged before me this 16th day of June, 2008 by Carlos Gonzalez, Division President of LENNAR HOMES, LLC, a Florida limited liability company who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:




NOTARY PUBLIC, State of Florida at Large
Print Name: OLGA ALVAREZ HERNANDEZ

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR PALOMA LAKES CONDOMINIUM NO. 1**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR PALOMA LAKES CONDOMINIUM NO. 1 (this "**Second Amendment**") is made by Lennar Homes, LLC, a Florida limited liability company ("**Developer**"), and joined by Paloma Lakes Condominium No. 1 Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration of Condominium for Paloma Lakes Condominium No. 1 on April 30, 2008 in Official Records Book 45323, Page 1594 of the Public Records of Broward County, Florida (the "**Original Declaration**") creating Paloma Lakes Condominium No. 1 (the "**Condominium**"). On June 17, 2008, Developer recorded that certain First Amendment to Declaration of Condominium for Paloma Lakes Condominium No. 1 in Official Records Book 475457, Page 633 of the Public Records of Broward County, Florida (the "**First Amendment**"). The Original Declaration and First Amendment are hereinafter referred to as the "**Declaration**".

B. Pursuant to Section 3.7 of the Declaration, Developer has the right to amend the Declaration, without the joinder or execution of any other party, to expand the Condominium to include additional Phases (as defined in the Declaration).

C. Developer desires to amend the Declaration as set forth herein to submit one of the additional Phases into condominium ownership pursuant to the Declaration.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.

2. **Conflicts.** In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined terms are hereby modified as follows:

"**Declaration**" or "**Declaration of Condominium**" means this instrument, and the First Amendment and the Second Amendment as it is amended and/or supplemented from time to time.

4. **Submission of Additional Land to Condominium.** Developer hereby declares and submits the property legally described on **Exhibit A** attached hereto and incorporated herein ("**Phase 2**") to condominium ownership pursuant to the Declaration.

5. Additional Units Added to Condominium. The following sixteen (16) residential Units (as defined in the Declaration) as contained within Building 9 are hereby added to the Condominium:

MODEL TYPE:	LOCATION/UNIT NUMBER:
Location of Model "A" or "Alexandra" Units	Building 9, Unit 902, 915
Location of Model "A1" or "Angelica" Units	Building 9, Unit 901, 916
Location of Model "A1 Alt. 1" or "Angelica Alt. 1" Units	Building 9, Unit 908, 909
Location of Model "B" or "Brianna" Units	Building 9, Unit 903, 914
Location of Model "C1" or "Catherine" Units	Building 9, Unit 905, 912
Location of Model "C2" or "Carina" Units	Building 9, Unit 907, 910
Location of Model "D1" or "Donatella" Units	Building 9, Unit 904, 913
Location of Model "D2" or "Dahlia" Units	Building 9, Unit 906, 911

6. Survey, Plot Plan and As-Built Graphics with Surveyor's Certification of Units Added to Condominium. A survey and plot plan of Phase II, and a graphic description of the improvements and Units located within Phase II, together with a surveyor's certificate are attached hereto as **Exhibit B** and incorporated herein.

7. Percentage Ownership and Shares. In accordance with the terms of the Declaration, each Unit, regardless of size, has an equal undivided percentage interest in the Common Elements and Common Surplus, and shall share equally in the Common Expenses. Each Unit's undivided share in the Common Elements is determined by dividing the number one (1) by the total number of Units comprising the Condominium. Accordingly, the undivided share in the Common Elements appurtenant to each Unit in the Condominium upon the addition of Phase II pursuant to this Second Amendment is 1/32, and each Unit Owner will be responsible for a proportionate share of the Common Expenses and will own a proportionate share of the Common Surplus equal to such undivided share in the Common Elements.

8. Modification. Except as the Declaration is amended by this Second Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

9. Covenant. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 7th day of October, 2008.

WITNESSES:

M. Del Rio
Print Name: Miranda Del Rio
Wendy Updegrove
Print Name: Wendy Updegrove

LENNAR HOMES, LLC, a Florida limited liability company

By: [Signature]
Name: Carlos Gonzalez
Title: Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7th day of October, 2008, by Carlos Gonzalez, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: Teresa A. Baluja

JOINDER

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC. ("**Association**"), does hereby join in the Second Amendment to Declaration of Condominium for Paloma Lakes Condominium No. 1 (the "**Second Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

7th IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of October, 2008.

WITNESSES:

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida not-for-profit corporation

Mirya del Rio
Print Name: Mirya del Rio
Wendy Updegrave
Print Name: Wendy Updegrave

By: [Signature]
Name: Maria Carolina Herrera
Title: President

{SEAL}

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS.:

The foregoing instrument was acknowledged before me this 7th day of October, 2008 by Maria Carolina Herrera as President of PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
Print Name Teresa A Baluja

EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL LAND

EXHIBIT B

**SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS AND
UNITS, TOGETHER WITH SURVEYOR'S CERTIFICATE**

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

MICHAEL A. FURSHMAN, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

INSTR # 108240310
OR BK 45796 Pages 1618 - 1640
RECORDED 11/06/08 13:40:23
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2030
#1, 23 Pages

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR PALOMA LAKES CONDOMINIUM NO. 1**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR PALOMA LAKES CONDOMINIUM NO. 1 (this "Third Amendment") is made by Lennar Homes, LLC, a Florida limited liability company ("Developer"), and joined by Paloma Lakes Condominium No. 1 Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration of Condominium for Paloma Lakes Condominium No. 1 on April 30, 2008 in Official Records Book 45323, Page 1594 of the Public Records of Broward County, Florida (the "Original Declaration") creating Paloma Lakes Condominium No. 1 (the "Condominium"). On June 17, 2008, Developer recorded that certain First Amendment to Declaration of Condominium for Paloma Lakes Condominium No. 1 in Official Records Book 45457, Page 633 of the Public Records of Broward County, Florida (the "First Amendment"). On October 9, 2008, Developer recorded that certain Second Amendment to Declaration of Condominium for Paloma Lakes Condominium No. 1 in Official Records Book 45742, Page 659 of the Public Records of Broward County, Florida (the "Second Amendment"). The Original Declaration, the First Amendment and the Second Amendment are hereinafter referred to as the "Declaration".

B. Pursuant to Section 3.7 of the Declaration, Developer has the right to amend the Declaration, without the joinder or execution of any other party, to expand the Condominium to include additional Phases (as defined in the Declaration).

C. Developer desires to amend the Declaration as set forth herein to submit one of the additional Phases into condominium ownership pursuant to the Declaration.

NOW THEREFORE, Developer hereby declares that every portion of the Condominium is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Submission of Additional Land to Condominium. Developer hereby declares and submits the property legally described on Exhibit A attached hereto and incorporated herein ("Phase III") to condominium ownership pursuant to the Declaration.

5. Additional Units Added to Condominium. The following sixteen (16) residential Units (as defined in the Declaration) as contained within Building 10 are hereby added to the Condominium:

MODEL TYPE:	LOCATION/UNIT NUMBER:
Location of Model "A" or "Alexandra" Units	Building 10, Unit 1002, 1015
Location of Model "A1" or "Angelica" Units	Building 10, Unit 1001, 1016
Location of Model "A1 Alt. 1" or "Angelica Alt. 1" Units	Building 10, Unit 1008, 1009
Location of Model "B" or "Brianna" Units	Building 10, Unit 1003, 1014
Location of Model "C1" or "Catherine" Units	Building 10, Unit 1005, 1012
Location of Model "C2" or "Carina" Units	Building 10, Unit 1007, 1010
Location of Model "D1" or "Donatella" Units	Building 10, Unit 1004, 1013
Location of Model "D2" or "Dahlia" Units	Building 10, Unit 1006, 1011

6. Survey, Plot Plan and As-Built Graphics with Surveyor's Certification of Units Added to Condominium. A survey and plot plan of Phase III, and a graphic description of the improvements and Units located within Phase III, together with a surveyor's certificate are attached hereto as **Exhibit B** and incorporated herein.

7. Percentage Ownership and Shares. In accordance with the terms of the Declaration, each Unit, regardless of size, has an equal undivided percentage interest in the Common Elements and Common Surplus, and shall share equally in the Common Expenses. Each Unit's undivided share in the Common Elements is determined by dividing the number one (1) by the total number of Units comprising the Condominium. Accordingly, the undivided share in the Common Elements appurtenant to each Unit in the Condominium upon the addition of Phase III pursuant to this Third Amendment is 1/48, and each Unit Owner will be responsible for a proportionate share of the Common Expenses and will own a proportionate share of the Common Surplus equal to such undivided share in the Common Elements.

8. Modification. Except as the Declaration is amended by this Third Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

9. Covenant. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 4th day of November, 2008.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print Name: Janice Juncos

By: [Signature]
Name: Carlos Gonzalez
Title: Vice President

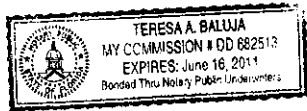
Print Name: Maria Elena Ramirez

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 4th day of November, 2008, by Carlos Gonzalez, as [Signature] of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification on behalf of the company.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Teresa A Baluja



JOINDER

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC.

PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC. ("Association"), does hereby join in the Third Amendment to Declaration of Condominium for Paloma Lakes Condominium No. 1 (the "Third Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of November, 2008.

WITNESSES:

PALOMA LAKES CONDOMINIUM NO.
1 ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: Maria Elena Ramirez

Print Name: Raul A. Maristany

By: [Signature]
Name: Maria Carolina Herrera
Title: President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of November, 2008 by Maria Carolina Herrera as President of PALOMA LAKES CONDOMINIUM NO. 1 ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida

Print Name Teresa A. Baluja



EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL LAND



CARNAHAN · PROCTOR · CROSS, INC

CERTIFICATE OF AUTHORIZATION NO. LB 2936
6101 WEST ATLANTIC BLVD., MARGATE, FL 33063
PHONE (954)972-3959 FAX (954)972-4178 WEBSITE: www.carnahan-proctor.com

EXHIBIT 1

PALOMA LAKES PHASE 3

LEGAL DESCRIPTION

PORTIONS OF PARCEL A, **PALOMA LAKES PLAT**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 176, PAGES 171 THROUGH 174, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 10

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 00°25'34" WEST, ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 425.32 FEET; THENCE NORTH 89°34'26" EAST, A DISTANCE OF 443.01 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°22'54" WEST, A DISTANCE OF 159.33 FEET; THENCE NORTH 89°37'06" EAST, A DISTANCE OF 87.42 FEET; THENCE SOUTH 00°22'54" EAST, A DISTANCE OF 58.67 FEET; THENCE SOUTH 89°37'06" WEST, A DISTANCE OF 51.92 FEET; THENCE SOUTH 00°22'54" EAST, A DISTANCE OF 42.00 FEET; THENCE NORTH 89°37'06" EAST, A DISTANCE OF 41.17 FEET; THENCE NORTH 00°22'54" WEST, A DISTANCE OF 3.50 FEET; THENCE NORTH 89°37'06" EAST, A DISTANCE OF 46.67 FEET; THENCE SOUTH 00°22'54" EAST, A DISTANCE OF 3.50 FEET; THENCE NORTH 89°37'06" EAST, A DISTANCE OF 41.17 FEET; NORTH 00°22'54" WEST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 89°37'06" WEST, A DISTANCE OF 51.92 FEET; THENCE NORTH 00°22'54" WEST, A DISTANCE OF 58.67 FEET; THENCE NORTH 89°37'06" EAST, A DISTANCE OF 87.42 FEET; THENCE SOUTH 00°22'54" EAST, A DISTANCE OF 159.33 FEET; THENCE SOUTH 89°37'06" WEST, A DISTANCE OF 200.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AND CONTAIN 0.577 ACRES, MORE OR LESS.

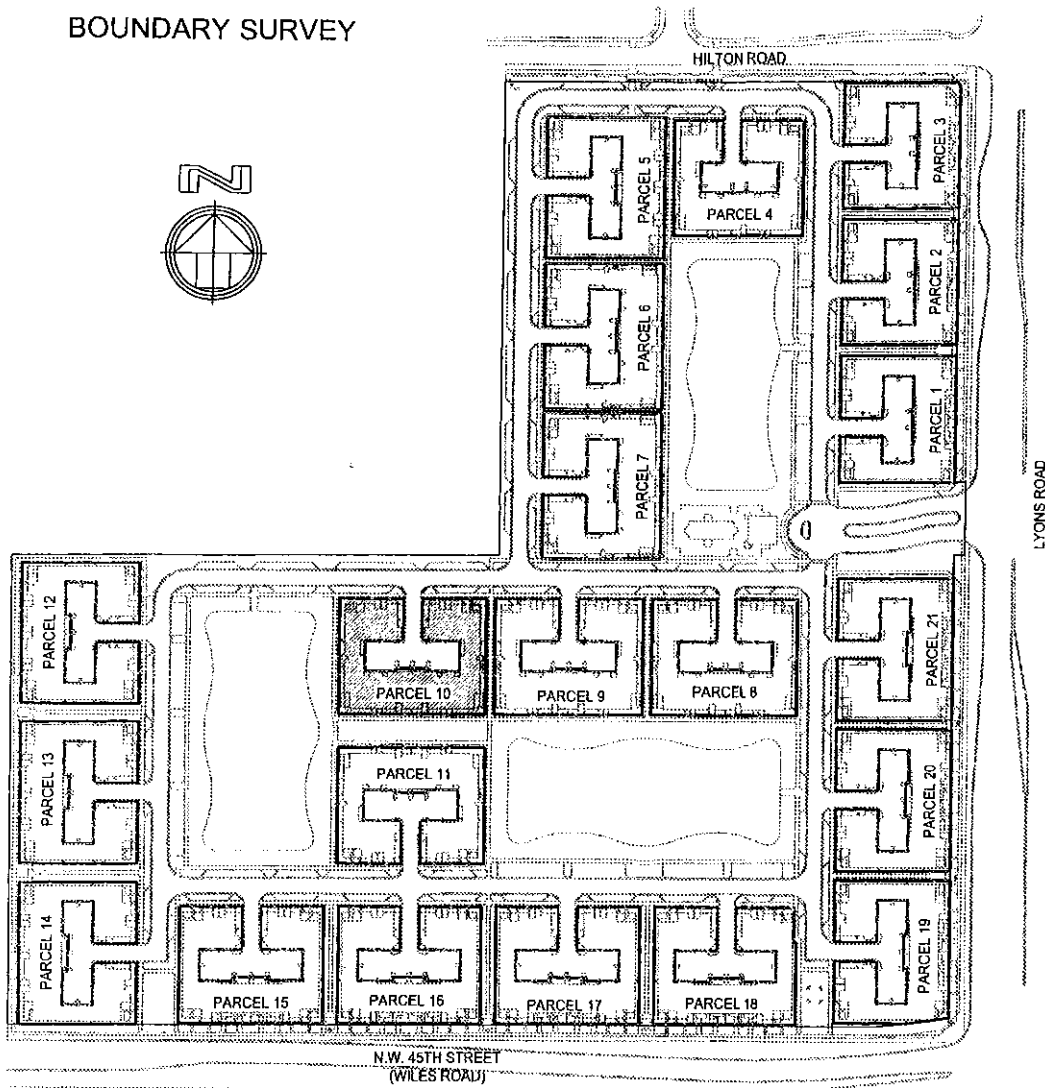
EXHIBIT B

**SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS AND
UNITS, TOGETHER WITH SURVEYOR'S CERTIFICATE**

PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3


BOUNDARY SURVEY

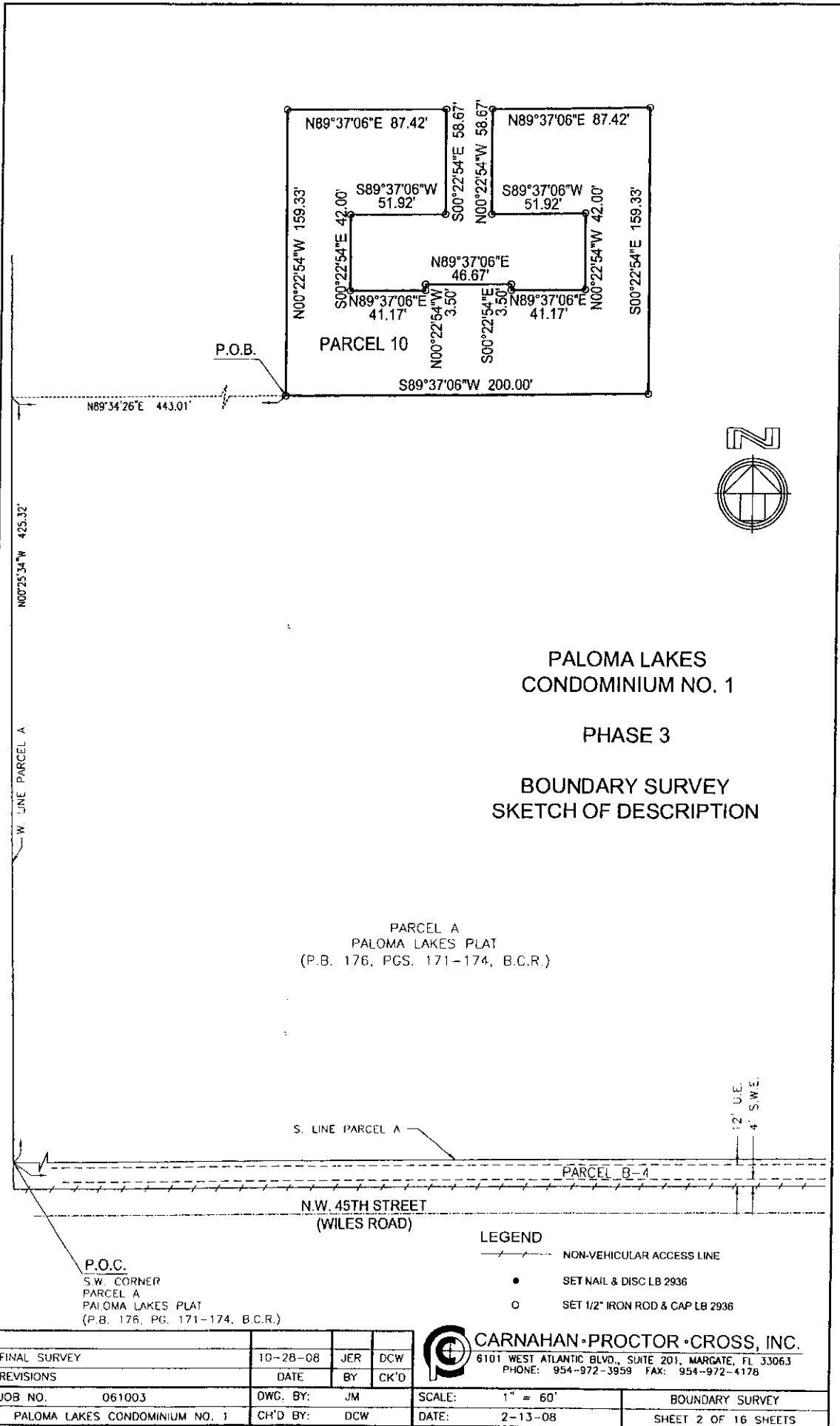


LOCATION MAP

ABBREVIATIONS

A	=	ARC LENGTH
A/C	=	AIR CONDITIONER SLAB
B.C.R.	=	BROWARD COUNTY RECORDS
D	=	DELTA (CENTRAL ANGLE)
L.C.E.	=	LIMITED COMMON ELEMENT
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R	=	RADIUS
S.W.E.	=	SIDEWALK EASEMENT
S/W	=	SIDEWALK
U.E.	=	UTILITY EASEMENT

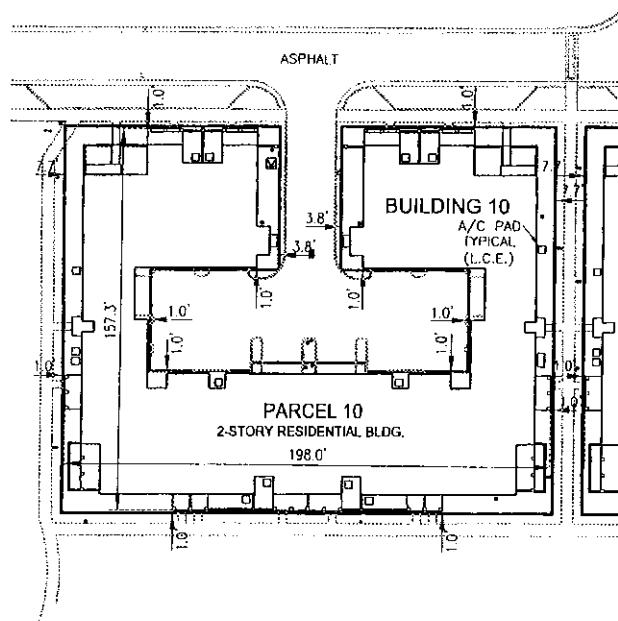
FINAL SURVEY	10-28-08	JER	DCW	 CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4176
REVISIONS	DATE	BY	CK'D	
JOB NO. 061003	DWG. BY: JM	SCALE: 1" = 200'	BOUNDARY SURVEY	
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08	SHEET 1 OF 16 SHEETS	




PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3

BOUNDARY SURVEY

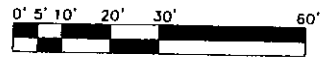
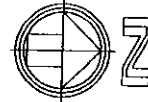


FINAL SURVEY	10-28-08	JER	DCW	 CARNAHAN-PROCTOR-CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178	
REVISIONS	DATE	BY	CK'D		
JOB NO. 061003	DWG. BY: JM	SCALE: 1" = 60'	BOUNDARY SURVEY		
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08	SHEET 3 OF 16 SHEETS		

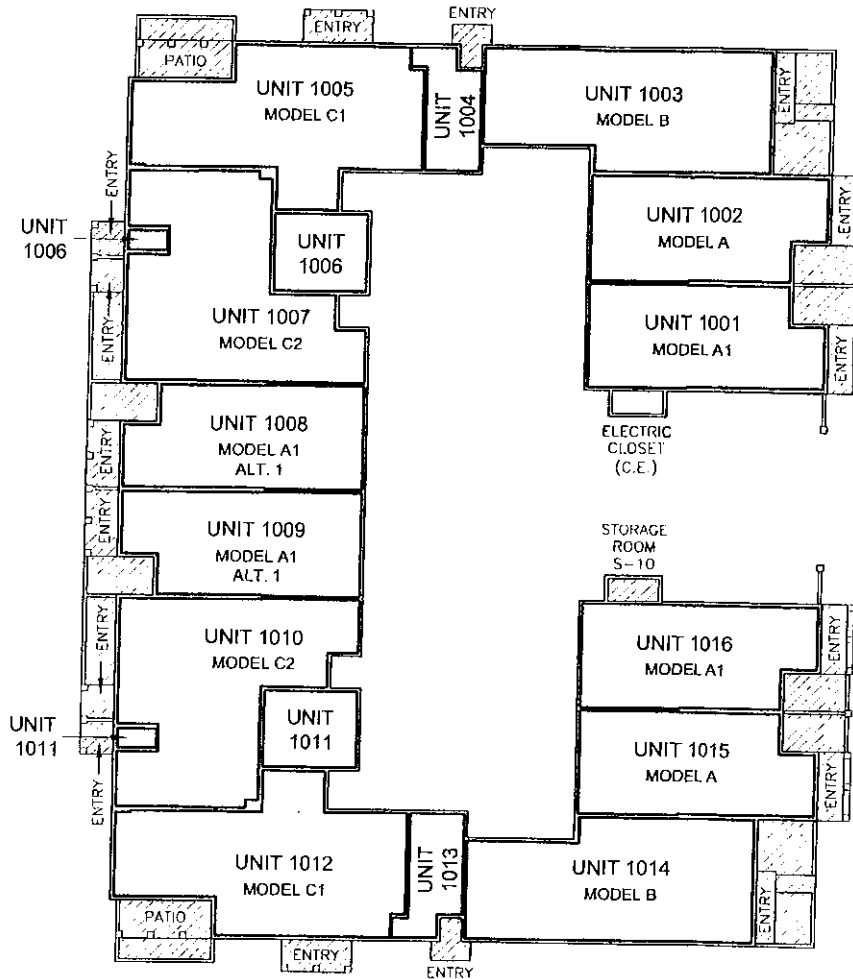
PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3

BUILDING 10
FIRST FLOOR PLAN




GRAPHIC SCALE
(IN FEET)




NOTES:

1. FOR COMPLETE DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE DECLARATION OF CONDOMINIUM.
2. ALL AREAS NOT SHOWN AS BEING A PART OF A UNIT OR THE LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
3. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE.

LEGEND:

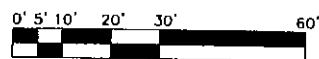
-  = LIMITED COMMON ELEMENT
(C.E.) = COMMON ELEMENT

FINAL SURVEY	10-28-08	JER	DCW		CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARCATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178
REVISIONS	DATE	BY	CK'D		
JOB NO. 061003	DWG. BY: JM	SCALE: 1" = 30'	BLDG 10 - 1ST FLOOR PLAN		
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08	SHEET 4 OF 16 SHEETS		

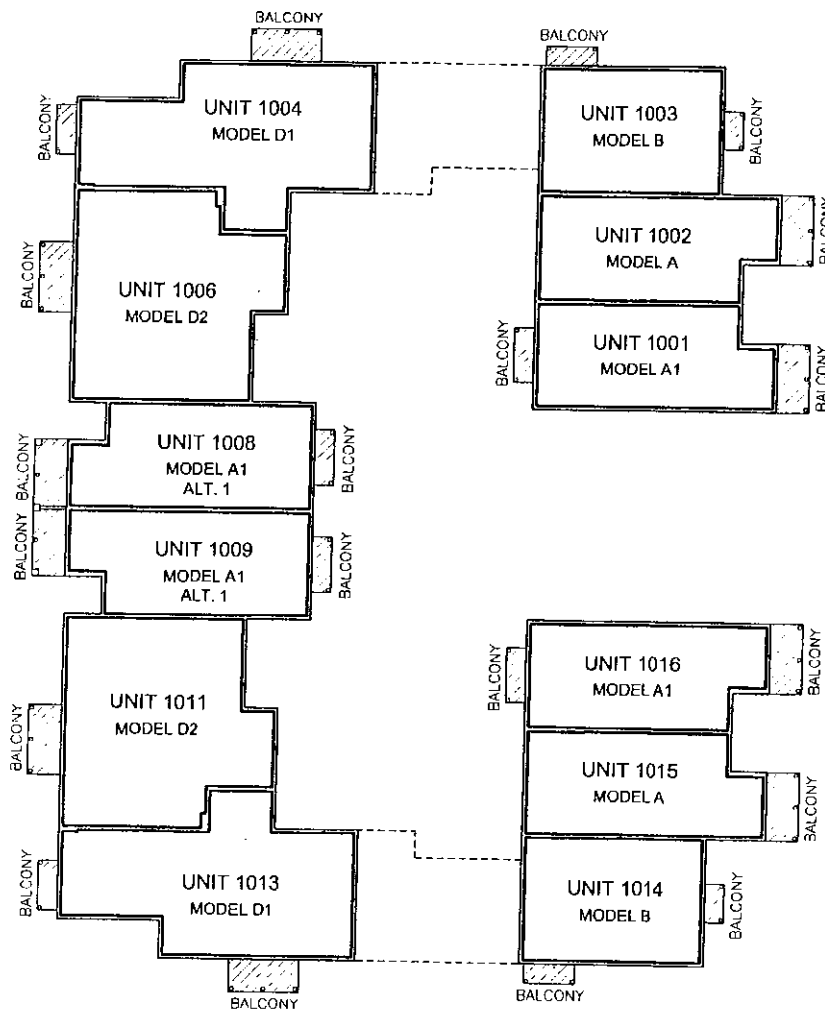
PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3

BUILDING 10
SECOND FLOOR PLAN




GRAPHIC SCALE
(IN FEET)




NOTES:

1. FOR COMPLETE DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE DECLARATION OF CONDOMINIUM.
2. ALL AREAS NOT SHOWN AS BEING A PART OF A UNIT OR THE LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
3. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE.

LEGEND:

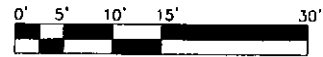
 = LIMITED COMMON ELEMENT.

FINAL SURVEY	10-28-08	JER	DCW		CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178	
REVISIONS	DATE	BY	CK'D			
JOB NO. 061003	DWG. BY: JM	CH'D BY: DCW	SCALE: 1" = 30'	BLDG 10 - 2ND FLOOR PLAN		
PALOMA LAKES CONDOMINIUM NO. 1	DATE: 2-13-08			SHEET 5 OF 16 SHEETS		

PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3

TYPICAL PARTIAL
BUILDING ELEVATION




GRAPHIC SCALE
(IN FEET)



NOTES:

1. FOR COMPLETE DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETRICAL BOUNDARIES, SEE THE DECLARATION OF CONDOMINIUM.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE.

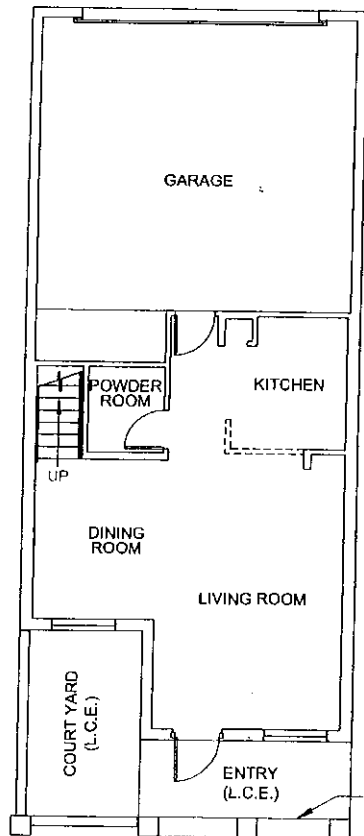
FINAL SURVEY	10-28-08	JER	DCW		CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARCATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178
REVISIONS	DATE	BY	CK'D		
JOB NO. 081003	DWG. BY: JM	SCALE: 1" = 15'		BLDGS 10 - PARTIAL ELEV. SHEET 6 OF 16 SHEETS	
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08			

PALOMA LAKES
CONDOMINIUM NO. 1

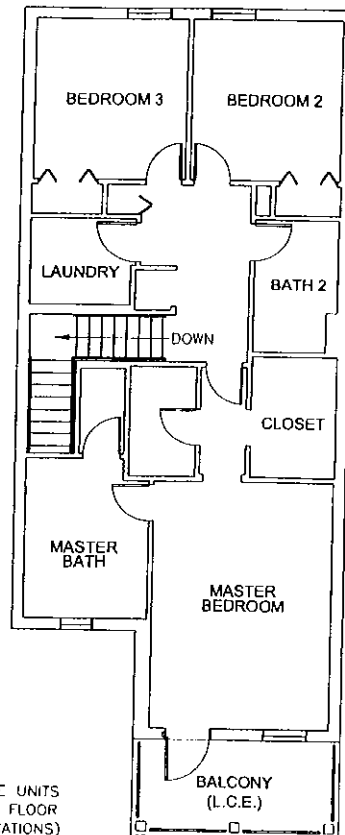
PHASE 3

UNIT PLAN - MODEL A

ALEXANDRA

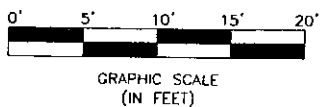


FIRST FLOOR




SECOND FLOOR

STEP ON SOME UNITS
(SEE BUILDING FLOOR
PLAN FOR LOCATIONS)



NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT

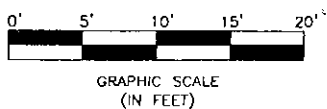
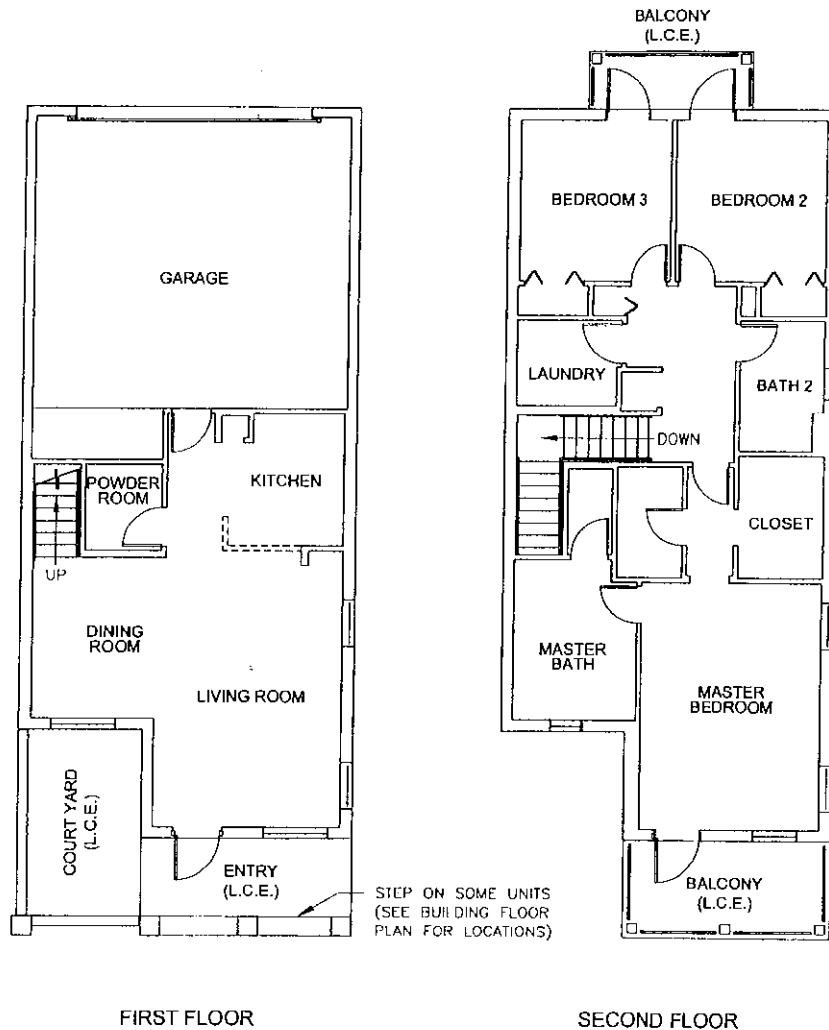
FINAL SURVEY	10-28-08	JER	DCW	 CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4170	
REVISIONS	DATE	BY	CK'D		
JOB NO. 061003	DWG. BY: JM	SCALE: 1" = 10'	MODEL A		
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08	SHEET 7 OF 16 SHEETS		

PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3


UNIT PLAN - MODEL A1

ANGELICA



NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT.

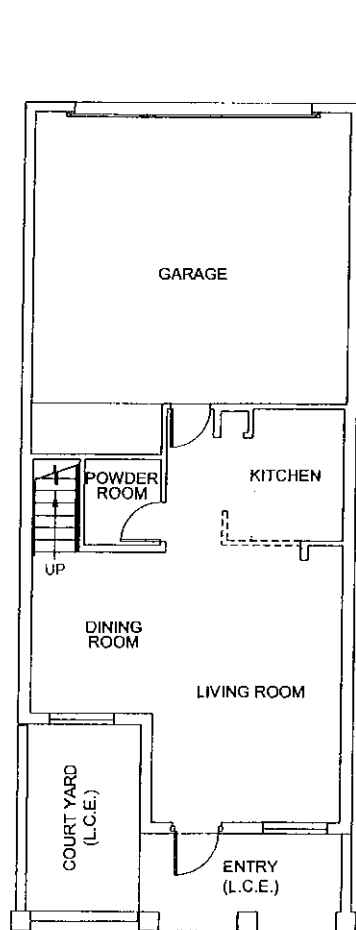
				 CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178
FINAL SURVEY	10-28-08	JER	DCW	
REVISIONS	DATE	BY	CK'D	
JOB NO. 061003	DWG. BY: JM	SCALE: 1" = 10'		
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08		MODEL A1
				SHEET 8 OF 16 SHEETS

PALOMA LAKES
CONDOMINIUM NO. 1

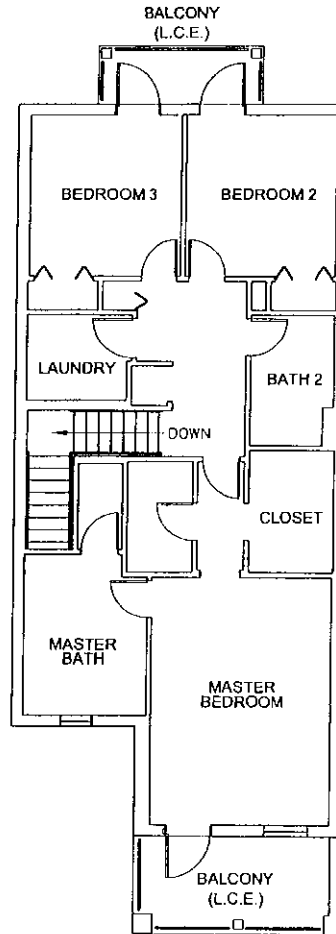
PHASE 3

UNIT PLAN - MODEL A1
ALT. 1

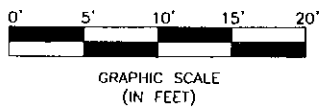
ANGELICA



FIRST FLOOR




SECOND FLOOR



NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT.

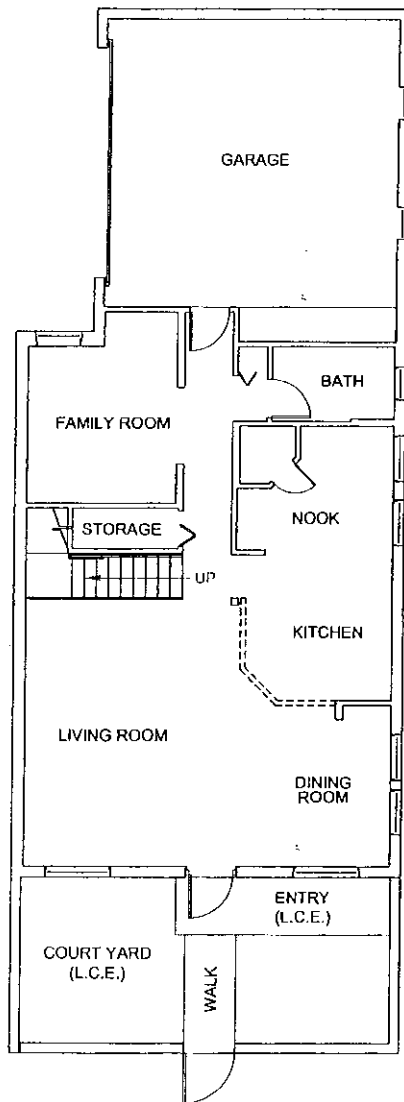
					CARNAHAN • PROCTOR • CROSS, INC.		
FINAL SURVEY		10-28-08	JER		DCW	6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063	
REVISIONS		DATE	BY		CK'D	PHONE: 954-972-3959 FAX: 954-972-4178	
JOB NO. 061003		DWG. BY:	JM	SCALE: 1" = 10'		MODEL A1 - ALT. 1	
PALOMA LAKES CONDOMINIUM NO. 1		CH'D BY:	DCW	DATE: 2-13-08		SHEET 9 OF 16 SHEETS	

PALOMA LAKES
CONDOMINIUM NO. 1

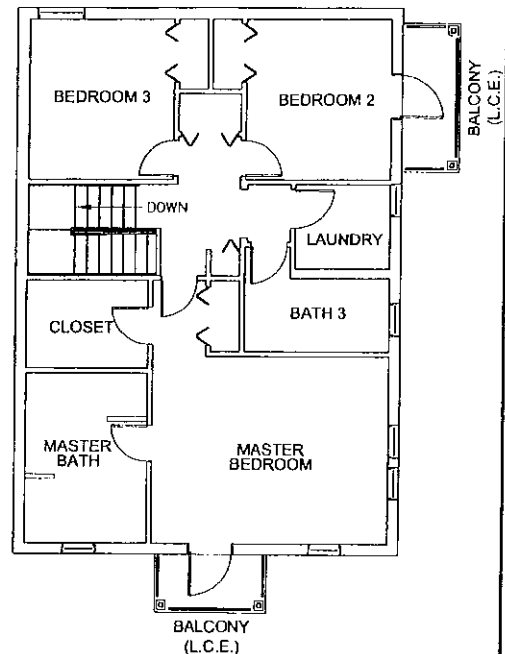
PHASE 3

UNIT PLAN - MODEL B

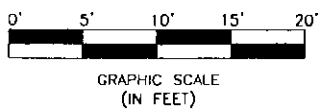
BRIANNA



FIRST FLOOR




SECOND FLOOR



NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT

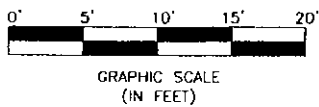
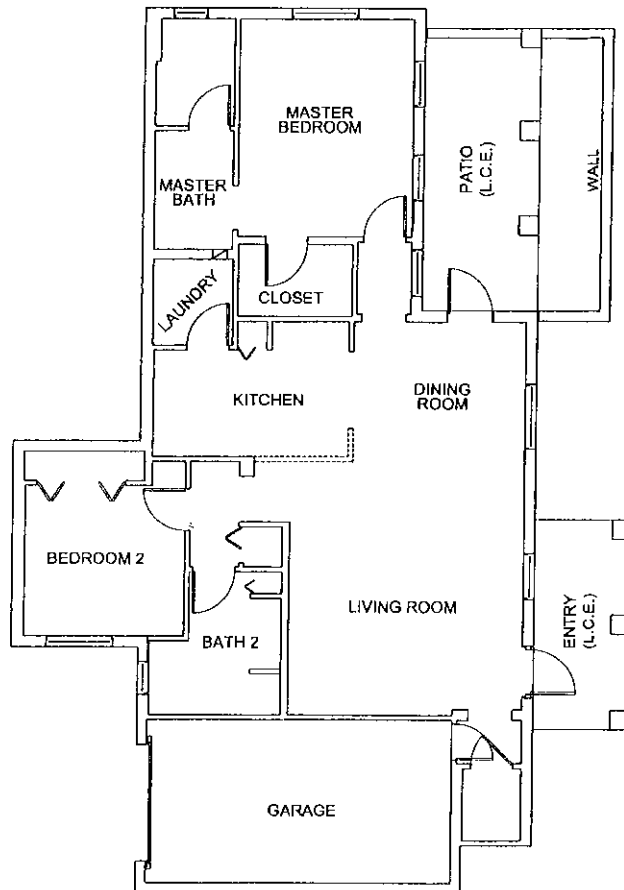
					CARNAHAN • PROCTOR • CROSS, INC.	
FINAL SURVEY		10-28-08	JER		DCW	6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063
REVISIONS		DATE	BY		CK'D	PHONE: 954-972-3959 FAX: 954-972-4178
JOB NO.	061003	DWG. BY:	JM	SCALE:	1" = 10'	MODEL B
PALOMA LAKES CONDOMINIUM NO. 1		CH'D BY:	DCW	DATE:	2-13-08	
						SHEET 10 OF 16 SHEETS

PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3


UNIT PLAN - MODEL C1

CATHERINE



NOTES:

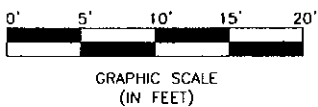
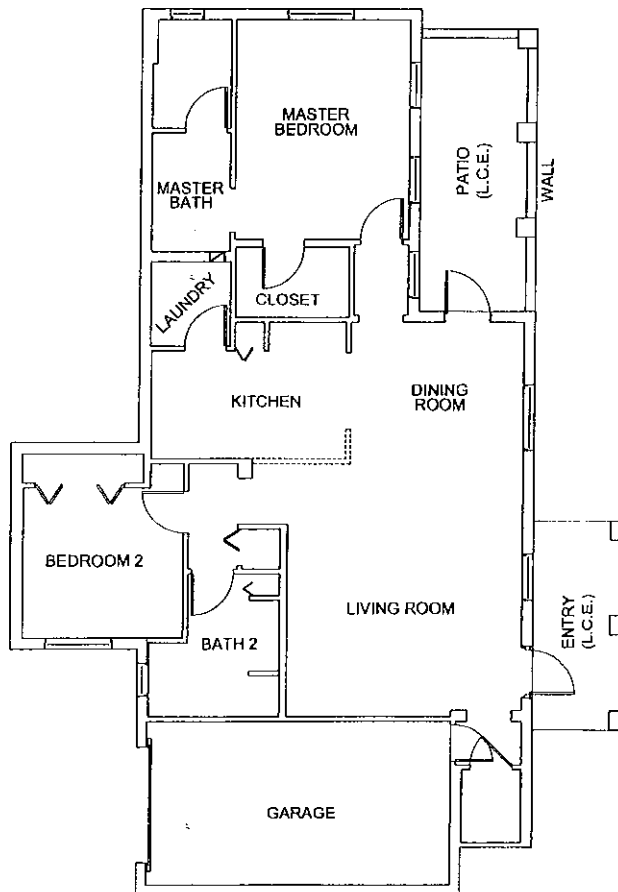
1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT

				 CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178
FINAL SURVEY	10-28-08	JER	DCW	
REVISIONS	DATE	BY	CK'D	
JOB NO. 061003	DWG. BY: JM	SCALE: 1" = 10'	MODEL C1	
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08	SHEET 11 OF 16 SHEETS	

PALOMA LAKES
CONDOMINIUM NO. 1


PHASE 3
UNIT PLAN - MODEL C1
ALT. 1

CATHERINE



NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT.

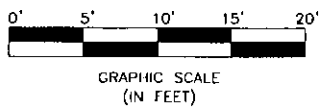
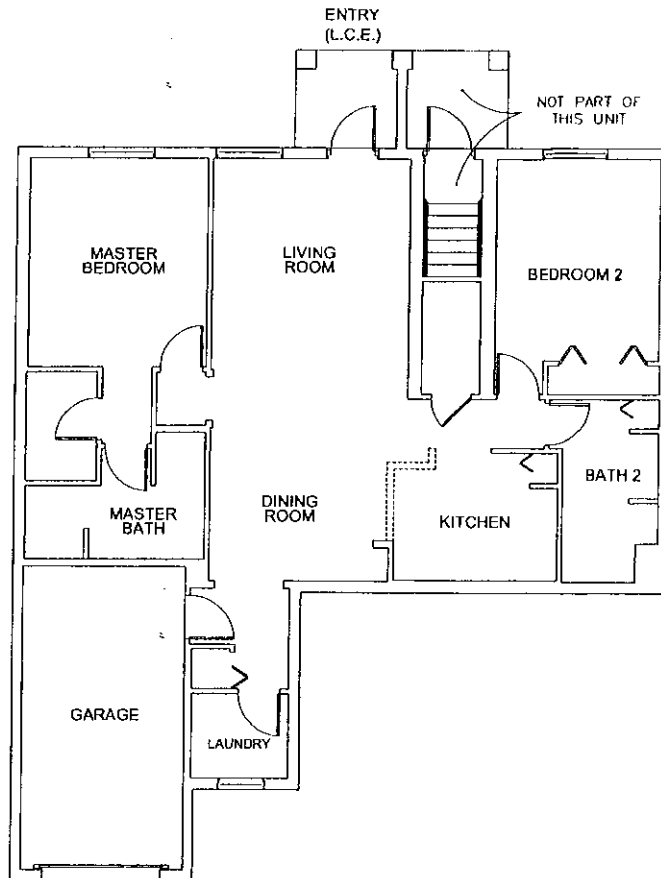
FINAL SURVEY		10-28-08	JER	DCW	 CARNAHAN-PROCTOR-CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178
REVISIONS		DATE	BY	CK'D	
JOB NO.	061003	DWG. BY:	JM	SCALE:	1" = 10'
PALOMA LAKES CONDOMINIUM NO. 1		CH'D BY:	DCW	DATE:	2-13-08
					MODEL C1 - ALT. 1
					SHEET 12 OF 16 SHEETS

PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3


UNIT PLAN - MODEL C2

CARINA



NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT.

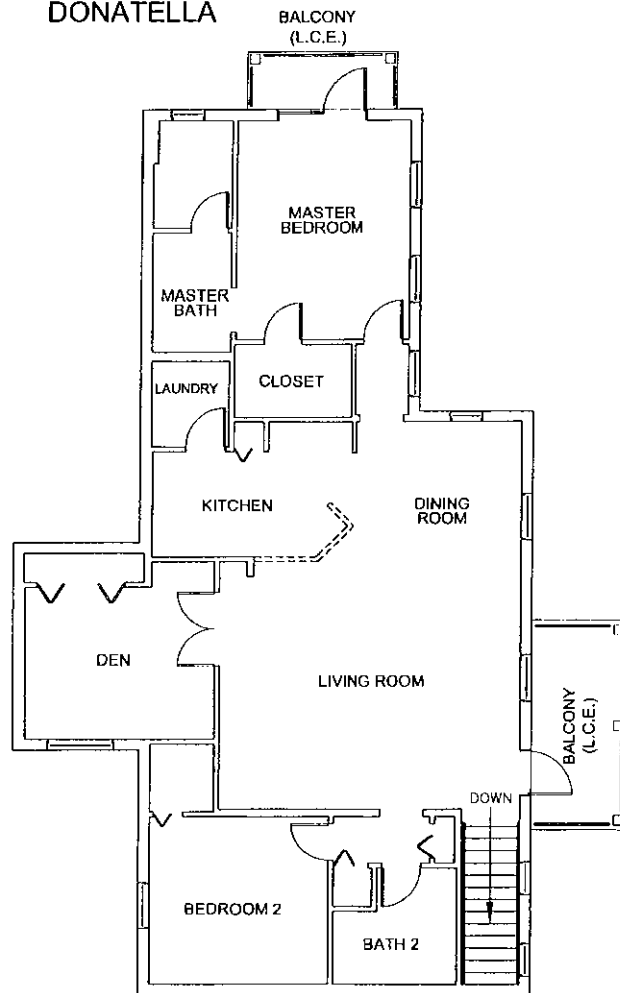
					CARNAHAN • PROCTOR • CROSS, INC.	
FINAL SURVEY		10-28-08	JER		DCW	6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063
REVISIONS		DATE	BY		CK'D	PHONE: 954-972-3959 FAX: 954-972-4178
JOB NO. 061003		DWG. BY: JM	SCALE: 1" = 10'			
PALOMA LAKES CONDOMINIUM NO. 1		CH'D BY: DCW	DATE: 2-13-08		MODEL C2	
			SHEET 13 OF 16 SHEETS			

PALOMA LAKES
CONDOMINIUM NO. 1

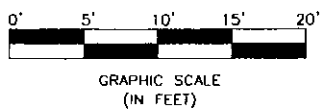
PHASE 3

UNIT PLAN - MODEL D1

DONATELLA

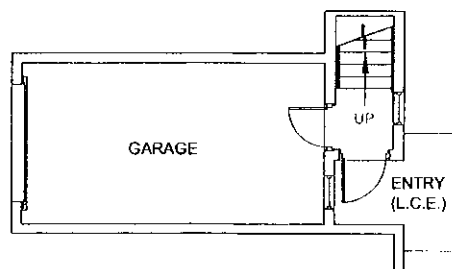


SECOND FLOOR




NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
2. ALL DIMENSIONS, LOCATIONS AND IMPROVEMENTS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. L.C.E. = LIMITED COMMON ELEMENT.



FIRST FLOOR

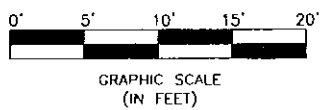
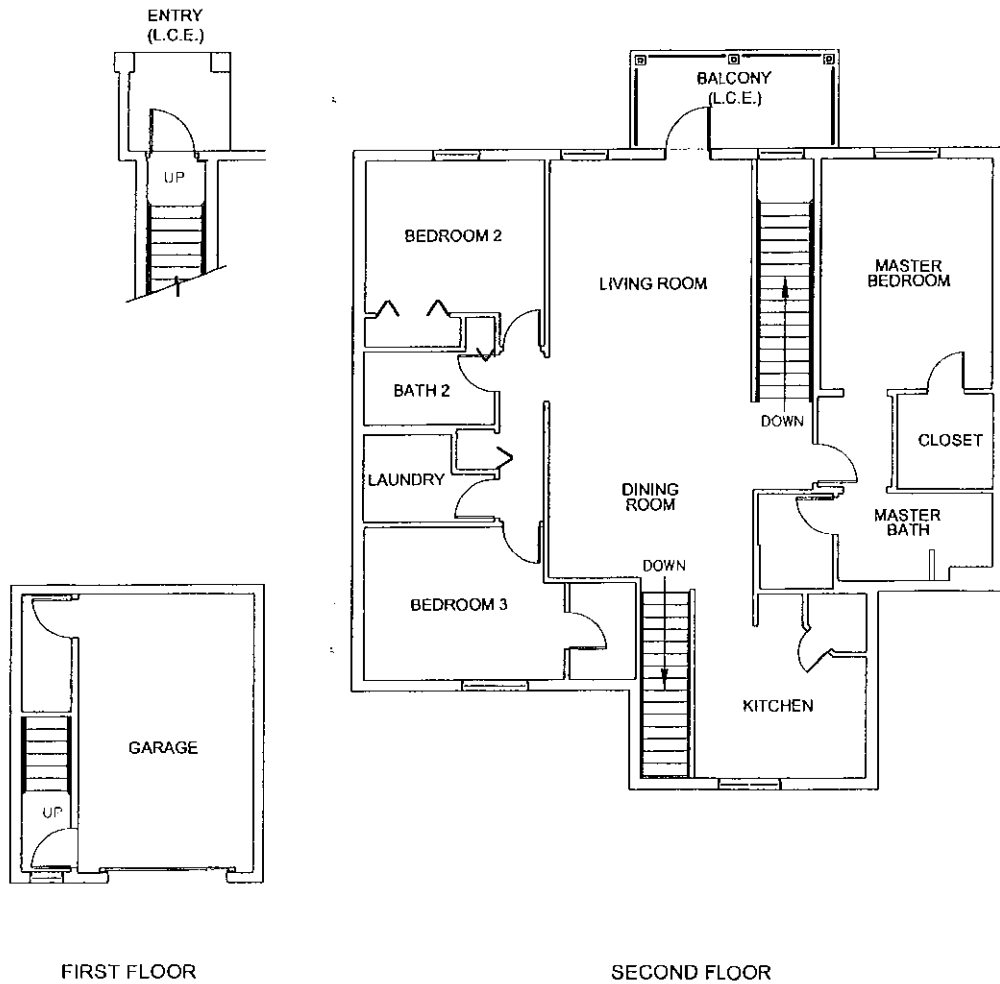
					CARNAHAN • PROCTOR • CROSS, INC.	
FINAL SURVEY	10-28-08	JER	DCW		6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063	
REVISIONS	DATE	BY	CK'D		PHONE: 954-972-3959 FAX: 954-972-4178	
JOB NO.	061003	DWG. BY:	JM	SCALE:	1" = 10'	MODEL D1
PALOMA LAKES CONDOMINIUM NO. 1		CH'D BY:	DCW	DATE:	2-13-08	SHEET 14 OF 16 SHEETS

PALOMA LAKES
CONDOMINIUM NO. 1

PHASE 3


UNIT PLAN - MODEL D2

DAHLIA



NOTES:

1. FOR EACH UNIT REFER TO BUILDING FLOORPLAN TO DETERMINE IF UNIT IS AS SHOWN OR REVERSED.
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3. L.C.E. = LIMITED COMMON ELEMENT.

FINAL SURVEY	10-28-08	JER	DCW	 CARNAHAN • PROCTOR • CROSS, INC. 6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063 PHONE: 954-972-3959 FAX: 954-972-4178
REVISIONS	DATE	BY	CK'D	
JOB NO. 061003	DWG. BY: JM	SCALE: 1" = 10'	MODEL D2	
PALOMA LAKES CONDOMINIUM NO. 1	CH'D BY: DCW	DATE: 2-13-08	SHEET 15 OF 16 SHEETS	



CARNAHAN · PROCTOR · CROSS, INC

CERTIFICATE OF AUTHORIZATION NO. LB 2936
6101 WEST ATLANTIC BLVD., SUITE 201, MARGATE, FL 33063
PHONE (954)972-3959 FAX (954)972-4178 WEBSITE: www.carnahan-proctor.com

PALOMA LAKES CONDOMINIUM NO. 1

PHASE 3

SURVEYOR'S CERTIFICATION

THE UNDERSIGNED, A SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN HEREON, SPECIFICALLY BEING **PHASE 3 OF PALOMA LAKES CONDOMINIUM NO. 1**, IS SUBSTANTIALLY COMPLETE, SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY RELATING TO MATTERS OF SURVEY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT, CAN BE DETERMINED FROM THESE MATERIALS. ADDITIONALLY, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED.

DATE OF LAST FIELD WORK: 10/24/08

CARNAHAN-PROCTOR-CROSS, INC.

DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS4290

SURVEYOR'S NOTES

1. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT, UNLESS OTHERWISE INDICATED.
4. EASEMENTS PROPOSED TO BE VACATED HAVE NOT BEEN SHOWN HEREON.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID PARCEL A BEARING SOUTH 89°37'06" WEST, ACCORDING TO SAID PLAT.
6. THESE PLANS ARE COMPILED FROM PLANS AND DATA FURNISHED BY LENNAR HOMES, INC.
7. FOR DESCRIPTION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND HORIZONTAL AND PERIMETRICAL UNIT BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
8. WITHIN EACH UNIT ALL STRUCTURAL SUPPORT COLUMNS, PIPES, CONDUITS AND OTHER UTILITY LINES RUNNING THROUGH THE UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT ARE A PART OF THE COMMON ELEMENTS.
9. EACH PATIO, ENTRY, COURTYARD, AND BALCONY IS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT WHICH IT ABUTS.
10. EACH AIR CONDITIONER UNIT IS PART OF THE UNIT WHICH IT SERVES.
11. SEE EXHIBIT 1 OF THE DECLARATION OF CONDOMINIUM FOR THE LEGAL DESCRIPTION OF THIS PARCEL.