

WILL CALL
Tri County Court
For Universal Title

97-001803 T#007
01-02-97 12:40PM

THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:

KENNETH Y. GORDON, ESQUIRE
WCI COMMUNITIES LIMITED PARTNERSHIP
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

RETURN TO:
UNIVERSAL TITLE INSURANCE, INC.
2720 N. UNIVERSITY DRIVE
SUNRISE, FL 33075

DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
WEST SHORE

THIS DECLARATION OF NEIGHBORHOOD COVENANTS ("DECLARATION") made this 31st day of December, 1996, by WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, successor by merger of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called **DECLARANT**.

WITNESSETH:

WHEREAS, DECLARANT, the record owner of the real property described as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other property in the Lake Coral Springs Community, the Declaration and General Protective Covenants for Lake Coral Springs Community ("**GENERAL COVENANTS**"), recorded in Official Records Book 19085, at Pages 400-490, both inclusive, of the Public Records of Broward County, Florida; and

WHEREAS, said **GENERAL COVENANTS** provide that DECLARANT may supplement the **GENERAL COVENANTS** for any Neighborhood (as Neighborhood is therein defined); and

WHEREAS, DECLARANT, has determined that in order to cause a quality development within the NEIGHBORHOOD, supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD for the preservation of the property values of the owners therein; and

NOW, THEREFORE, DECLARANT hereby declares that the NEIGHBORHOOD as defined in Article I of the DECLARATION shall be held, transferred, sold, conveyed and occupied subject to the **GENERAL COVENANTS** and any and all amendments thereto, and to the

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supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

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

1. "DECLARANT" shall mean and refer to WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, presently having a place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this DECLARATION.
2. "DWELLING UNIT" shall mean a Dwelling Unit under and pursuant to the GENERAL COVENANTS.
3. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR LAKE CORAL SPRINGS COMMUNITY, as recorded in Official Records Book 19085, at Pages 400 through 490, both inclusive, of the Public Records of Broward County, Florida, and all amendments thereto.
4. "LOT" shall mean and refer to a platted lot in the NEIGHBORHOOD.
5. "NEIGHBORHOOD" shall mean and refer to that Land Segment or any portion thereof, legally described as Lots 1 through 5, inclusive, Block A, Lots 1 through 14, inclusive, Block B, Lots 1 through 4, inclusive, Block C, Lots 1 through 3, inclusive, Block D, Lots 1 through 30, inclusive, Block E, Lots 1 through 31, inclusive, Block F, Lots 1 through 4, inclusive, Block G, Parcels B, C and D, WEST SHORE, as recorded in Plat Book 159, at Page 49, of the Public Records of Broward County, Florida.
6. "OWNER" shall mean and refer to any record owner of any fee interest in any Plot in the NEIGHBORHOOD.
 - A. If the NEIGHBORHOOD, or any portion thereof, is submitted to a plan of condominium ownership or a Neighborhood Association, then the condominium association or Neighborhood Association, as the case may be, shall be deemed OWNER for payment of Assessments and all other responsibilities of OWNER including, but not limited to, those responsibilities for the maintenance of common areas, water management areas and recreational areas; provided, however, that

DECLARANT may, in its sole discretion, also look to an individual unit owner or underlying ground lessor for payment of Assessments.

7. "PLANTING STRIPS" shall mean Parcel C and Parcel D in the NEIGHBORHOOD.
8. "SEGMENT OWNER" shall mean and refer to that Person to whom DECLARANT conveys legal title of that Land Segment consisting of the entire NEIGHBORHOOD, and its successors or assigns.
9. "THE WEST SHORE PLAT" shall mean and refer to the plat of WEST SHORE, as recorded in Plat Book 159, at Page 49, of the Public Records of Broward County, Florida.

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

ARTICLE II

SUPPLEMENTAL RESTRICTIONS

1. USE RESTRICTIONS. Each LOT in the NEIGHBORHOOD shall be used only for no more than one (1) DWELLING UNIT and appurtenant use, and for no other purpose. No business buildings may be erected in the NEIGHBORHOOD except as is permitted by Paragraph 1.B. below, nor shall any DWELLING UNIT, or any portion thereof, be used or maintained as a professional office.
 - A. Notwithstanding the above provisions, the DECLARANT may, in its sole and absolute discretion, permit SEGMENT OWNER to use one or more DWELLING UNITS for (i) a sales office, model home or model home parking for the NEIGHBORHOOD, or (ii) a homeowners' association or condominium association (in the event the NEIGHBORHOOD is submitted to a plan of condominium ownership) business office, or (iii) construction office. Such use by SEGMENT OWNER must receive permission from DECLARANT in writing.
 - B. Notwithstanding anything contained in this Declaration to the contrary, an OWNER or occupant residing in a DWELLING UNIT may conduct business activities within the DWELLING UNIT so long as:
 - i) The existence or operation of the business activities is not apparent or detectable by sight, sound or smell from the outside of the DWELLING UNIT.

- ii) The business activity does conform to all zoning requirement and other applicable governmental regulations for the NEIGHBORHOOD.
- iii) The business activity does not involve persons coming into the NEIGHBORHOOD and does not constitute a nuisance or a hazardous, or an offensive use, or threaten the security or safety of other residents of the NEIGHBORHOOD.

2. BUILDING SETBACK AREAS.

- A. No Structure, DWELLING UNIT, or building, shall be erected or constructed within the following minimum building setback areas:
 - i) All LOTS shall have a minimum front set back of twenty-five (25) feet.
 - ii) All LOTS shall have a minimum rear setback of fifteen (15) feet.
 - iii) All LOTS shall have a minimum side setback of seven and one-half (7 1/2) feet, provided, however, that all LOTS shall have a minimum street side setback of fifteen (15) feet.
- B. Where two (2) or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining Plot.
- C. Setback lines for corner LOTS and odd-shaped LOTS shall be as nearly as possible set out above except that minor variations may be authorized by DECLARANT at the time plans for buildings are approved, and a copy of such plans, including the Plot plan, or a record of the variance, may be kept on file by DECLARANT to establish the setback lines as approved.

3. MINIMUM DWELLING UNIT SIZE. The minimum square feet of living area for a DWELLING UNIT in the NEIGHBORHOOD shall be one thousand five hundred (1,500) square feet. Garages, porches, patios, terraces, balconies and other similar Structures shall not be taken into account in calculating the minimum square feet of living area required. If any LOT configuration is such that it is reasonably impractical, based upon usual and customary industry standards, to meet the foregoing minimum square footage requirements, then subject to obtaining receipt of DECLARANT'S prior approval, a lesser minimum square footage of living area for a Dwelling Unit may be permitted. The square footage measurement shall be taken from the outside exterior wall of the DWELLING UNIT.

4. NEIGHBORHOOD ASSOCIATION. The SEGMENT OWNER shall create and establish a Neighborhood Association for the NEIGHBORHOOD prior to the conveyance of the first DWELLING UNIT to a bona fide purchaser. The SEGMENT OWNER may assign to a Neighborhood Association, any or all of its maintenance obligations which are set forth in this DECLARATION or the GENERAL COVENANTS.
5. GARAGES, CARPORTS, DRIVEWAYS, WALKWAYS, TRASH AREAS, MAILBOXES AND OUTDOOR LIGHTING.
- A. Each DWELLING UNIT shall have a minimum of a two (2) car garage and no DWELLING UNIT shall have more than a three (3) car garage without approval of DECLARANT. When ingress and egress to the garage is not desired, the garage doors shall remain closed. Repair of vehicles shall be permitted only inside the garage. No garage shall be erected or constructed which is separated from the DWELLING UNIT.
 - B. Carports shall not be permitted.
 - C. No unenclosed storage area shall be allowed. No enclosed storage area shall be erected which is separated from the DWELLING UNIT.
 - D. Driveways and parking areas in the NEIGHBORHOOD shall be constructed of concrete, paver block, or brick material.
 - E. Asphalt, grass or other unpaved driveways or parking areas, loose stone, or gravel driveways or parking areas are prohibited.
6. ROOFS.
- A. Except as hereinafter provided DWELLING UNITS shall have pitched roofs. Pitched roofs shall have a minimum pitch of 5:12 except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs. Pitched roofs shall be constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event some new and attractive material for roofing surfaces is discovered or invented, DECLARANT may, in its sole discretion, approve the use of such new material.
 - B. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over twenty-five (25%) percent of the total roof area.

Approved flat roofs may be permitted over porches, lanais, Florida rooms and utility rooms, located to the rear of the DWELLING UNIT. Notwithstanding the foregoing, a flat roof located elsewhere than to the rear of the DWELLING UNIT may be permissible only if approved by DECLARANT.

7. PLANTING STRIPS. The SEGMENT OWNER shall install and maintain or cause the NEIGHBORHOOD ASSOCIATION to maintain in good and living condition at all times, the PLANTING STRIPS. The PLANTING STRIPS shall be used only for landscaping and open space purposes. No structure or facility of any kind shall be placed or erected within the PLANTING STRIPS without prior written approval of DECLARANT. SEGMENT OWNER may install drought tolerant vegetation (Xeriscape) within the PLANTING STRIPS subject to DECLARANT'S prior approval which approval or disapproval shall be made in DECLARANTS sole discretion.

ARTICLE III

GENERAL RESTRICTIONS

1. PROPERTY UNITS AND VALUES.
- A. In accordance with Article 6, Section 6.3, of the GENERAL COVENANTS, DECLARANT hereby declares that the NEIGHBORHOOD is a Land Segment and hereby assigns ninety-one (91) Property Units to the NEIGHBORHOOD. Not more than ninety-one (91) DWELLING UNITS shall be constructed or permitted in the NEIGHBORHOOD.
- B. There shall be assigned a Value of one (1.00) for each LOT in the NEIGHBORHOOD, for a total Value of ninety-one (91).
- i) The SEGMENT OWNER shall be obligated for ninety-one (91) Values as same may be reduced by the number of Certified Units in existence in accordance with Paragraph 6.3(d) of the General Covenants.
- ii) At the time of conveyance from the SEGMENT OWNER to a bona fide purchaser of a DWELLING UNIT in the NEIGHBORHOOD, a Value of one (1.00) shall be assigned to such DWELLING UNIT.
- iii) There shall continue to be assigned a Value of one (1.00) to each DWELLING UNIT in the NEIGHBORHOOD upon its conveyance from the SEGMENT OWNER to a bona fide purchaser until a total Value of

ninety-one (91) has been assigned to the NEIGHBORHOOD (91 x 1.00 = 91.00).

- iv) At the time ninety-one (91) Certified Units come into existence in the NEIGHBORHOOD the SEGMENT OWNER shall have no further obligation to pay for Property Units in the NEIGHBORHOOD.

2. CAPITAL PAYMENTS.

- A. In accordance with Article 9, Section 9.13, of the GENERAL COVENANTS, DECLARANT hereby establishes that there shall be a Capital Payment of ONE HUNDRED DOLLARS AND NO/100 (\$100.00) due Corporation for each Property Unit (91) in the NEIGHBORHOOD. Therefore, the total Capital Payment for the NEIGHBORHOOD shall be the total sum of NINE THOUSAND AND ONE HUNDRED DOLLARS AND NO/100 (\$9,100.00).
- B. Nothing herein shall be deemed to prevent the SEGMENT OWNER from receiving reimbursement of Capital Payments from bona fide purchasers of DWELLING UNITS in the NEIGHBORHOOD.

3. ASSESSMENTS.

- A. On the date of conveyance of the NEIGHBORHOOD from DECLARANT to the SEGMENT OWNER, the SEGMENT OWNER shall pay to Corporation a prorated Individual Plot Assessment for the then current assessment period based upon the number of Values set forth in Article III, Section 1.B. hereinabove.
- B. Upon conveyance of a DWELLING UNIT in the NEIGHBORHOOD by the SEGMENT OWNER to a bona fide purchaser thereafter the DWELLING UNIT OWNER shall pay assessments based upon a value of one in accordance with the GENERAL COVENANTS.
- C. The SEGMENT OWNER shall continue to pay Individual Plot Assessments based upon the number of Values set forth in said Article III, Section 1.B. until the SEGMENT OWNER'S obligation to pay shall terminate in accordance with Article III, Section 1.B. iv), hereof.
- D. All other provisions with regard to Individual Plot Assessments shall be as set forth in the GENERAL COVENANTS.

4. LANDSCAPE AND IRRIGATION SYSTEMS.

- A. In addition to the Landscape & Irrigation Systems described in Article II, Section 7 hereinabove, the SEGMENT OWNER shall install and maintain (or cause the Neighborhood Association or OWNER to maintain) landscaping and underground irrigation systems throughout the unpaved open space and yard areas for the NEIGHBORHOOD as shown on the landscape plans approved by DECLARANT pursuant to this DECLARATION; provided, however, that DECLARANT reserves the right to look solely to OWNER or the Neighborhood Association for the performance of such maintenance. In addition to the landscaping requirements hereinabove, the DECLARANT has certain other landscaping requirements and the landscape plans for the NEIGHBORHOOD and each Plot or LOT therein, when submitted to DECLARANT for approval, must conform to all of DECLARANT'S requirements. The landscape area (i) shall be maintained by SEGMENT OWNER (or Neighborhood Association after conveyance of the landscape area to the Neighborhood Association) in good and living condition at all times to the pavement edge of abutting road rights-of-ways and to the waterline of abutting lake or canal right-of-ways; and (ii) shall have installed and continuously maintained an adequate irrigation system. "Good and Living Condition" for the landscape area shall mean the proper irrigation, fertilizing, grooming and trimming of all landscaping thereof, and the replacement of dead, diseased and/or missing landscaping with the landscaping of the same species, height, width, and quality as the remaining landscaping on the landscape area. All areas not covered by approved DWELLING UNITS, buildings, Structures or paved parking facilities, shall be maintained as lawn or as a landscape area and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. An automatic underground irrigation system of sufficient size and capacity to irrigate all landscaping within the NEIGHBORHOOD shall be installed and adequately maintained by SEGMENT OWNER or the Neighborhood Association. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.
- B. DECLARANT hereby reserves for itself, its successors and assigns, easements for the installation and maintenance of public utilities, public service facilities and drainage facilities along, through, in, over and under a portion of Parcels B, C and D of the NEIGHBORHOOD along the perimeter property line provided, however, DECLARANT, its successors or assigns, as the case may be, shall restore the surface of the easement area, including landscaping and improvements, directly resulting from DECLARANT'S installation or repair of any such utility or facility. DECLARANT will cause to be recorded from time to time various declarations of easements setting forth the location and purpose of all said easements under the rights herein reserved.

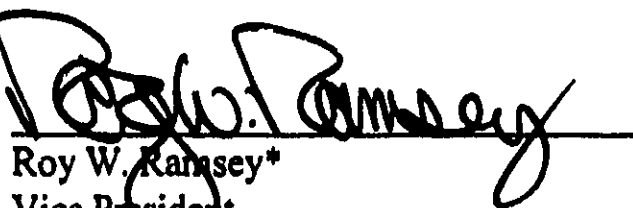
- C. Failure by SEGMENT OWNER to install and/or failure of OWNER and/or Neighborhood Association to maintain the landscaping and irrigation systems as required herein (including required landscaping and irrigation systems for individual Plots), and upon thirty (30) days after written notice to commence the corrections or improvements as required by DECLARANT, shall be cause for DECLARANT to enter upon the NEIGHBORHOOD, Plot or LOT to install and/or maintain such landscape material and/or irrigation systems and such entry shall not be deemed a trespass. Any costs incurred by DECLARANT shall be borne by OWNER and/or Neighborhood Association and shall be due and payable within thirty (30) days after request from DECLARANT for payment. Upon failure by OWNER and/or Neighborhood Association to make such payment within said period, DECLARANT is empowered to file a Claim of Lien against the NEIGHBORHOOD and/or Plot or LOT, as the case may be, in the Public Records of Broward County, Florida, in order to secure such payment, and other sums, all as hereinafter set forth.
5. NOTICE TO DECLARANT. Notice to DECLARANT as may be required or desired herein, shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.
6. NOTICE TO SEGMENT OWNER OR OWNER. Notice to SEGMENT OWNER or OWNER of a violation of any restriction or covenant of this DECLARATION, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to SEGMENT OWNER or OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of SEGMENT OWNER or OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of SEGMENT OWNER or OWNER as shown on the records of the Florida Department of State if SEGMENT OWNER or OWNER be a corporation or limited partnership.
7. NON-LIABILITY OF DECLARANT. DECLARANT shall not in any way or manner be held liable or responsible for any violation of this DECLARATION by any Person or entity other than itself.
8. ENFORCEMENT. DECLARANT shall have the same rights and powers of enforcement, including lien rights and attorneys' fees (at the investigative, trial and appellate levels), with regard to this DECLARATION, as DECLARANT has under the GENERAL COVENANTS, including, without limitation, all of the rights and powers set forth in Article 2, Section 2.6, of said GENERAL COVENANTS.

9. **CONFLICTS.** In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this DECLARATION, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.
10. **AMENDMENT OF DECLARATION.** DECLARANT may, with the consent of SEGMENT OWNER so long as SEGMENT OWNER is the owner of a portion of the NEIGHBORHOOD, modify, amend, waive or add to this DECLARATION, or any part thereof. DECLARANT may, in its sole discretion, elect to add the remaining portion of the SUBDIVISION or portions thereof to the DECLARATION. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.
11. **DECLARATION RUNS WITH THE LAND.** The covenants, reservations, restrictions and other provisions of this DECLARATION shall constitute an easement and imposition in and upon the NEIGHBORHOOD and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, its successors and assigns, for a period of thirty (30) years from the date this DECLARATION is recorded, after which time this DECLARATION shall be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, this DECLARATION may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then OWNERS of two-thirds (2/3) of the Property Units in the NEIGHBORHOOD, agreeing to the termination or modification.
12. **SEVERABILITY.** Invalidation of any provision under this DECLARATION, in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, DECLARANT does hereby execute this DECLARATION in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 31st day of December, 1996.

WCI COMMUNITIES LIMITED PARTNERSHIP

By:



Roy W. Ramsey*

Vice President

Address: 3300 University Drive

Coral Springs, Florida 33065



* executed by authority given in Certificate of Authority/Power of Attorney, recorded in Official Records Book 25496 at Pages 799 through 806 inclusive, of the Public Records of Broward County, Florida.

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STATE OF FLORIDA)
 : ss)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31st day of December, 1996, by Roy W. Ramsey, Senior Vice President of WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership. He is personally known to me.

Maryann Nance
Name:
Notary Public
Commission No.

My Commission Expires:

[Notary Seal]



Maryann Nance
MY COMMISSION # CC562182 EXPIRES
September 8, 2000
BONDED THRU TROY FARM INSURANCE, INC.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

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