

## DECLARATION OF COVENANTS OF FALCON'S LEA SUBDIVISION

THIS DECLARATION is made this 29<sup>th</sup> day of August, 1986, by IVANHOE LAND INVESTMENTS, INC., a Florida corporation, hereinafter referred to as "Declarant."

### Section 1                      Purpose and Definitions

1.01                      Purpose. Declarant owns fee simple title to the Property. Declarant desires to develop or contract with others for the development of single family residential homes on the Lots and Multi-Family Units on the Multi-Family Parcels. By this Declaration Declarant desires to: (i) promote the health and safety of Lot Owners and Unit Owners, (ii) provide for the preservation of the values and amenities to be constructed on the Lots and Multi-Family Parcels, and (iii) provide for the proper maintenance of the Lots and Multi-Family Parcels and the administration thereof by the Association and by the Multi-Family Associations. This Declaration shall not affect the Commercial Parcels.

1.02                      Definitions. As used in this Declaration, the following words shall have the meaning stated below:

- A. "Association" shall mean and refer to Falcon's Lea Homeowner's Association, a Florida corporation not-for-profit, its successors or assigns.
- B. "Commercial Parcel" shall mean and refer to Tract "B" as delineated and so described on the Plat.
- C. "Declarant" shall mean and refer to Ivanhoe Land Investments, Inc., a Florida corporation, its successors or assigns.
- D. "Declaration" shall mean and refer to the provisions of this Declaration and any amendments thereto properly adopted in accordance with the provisions hereof.
- E. "Developer" shall mean the Declarant and any person, corporation or partnership to whom Declarant sells

any part of the Property for the purpose of having the Developer construct on Lots or Multi-Family Parcels, residential homes or Units for sale to the consuming public.

- F. “Drainage District” shall mean and refer to the South Broward Drainage District, a water control district, formed under Chapter 298 of the Florida Statutes, its successors or assigns.
- G. “Drainage Easement” shall mean and refer to the drainage easements delineated and referred to as such on the Plat.
- H. “Entranceway Feature Easement” shall mean and refer to each easement for the construction and maintenance of an entranceway feature established under Section 6.01 below.
- I. “Fire Station Parcel” shall mean and refer to Parcel “C” as delineated and so described on the Plat.
- J. “Institutional Lender” shall mean any savings and loan association, state bank, federal bank, insurance company; an agency of the United States government, a real estate investment trust, pension trust, an FHA approved mortgage lender or banker, the Federal National Mortgage Association, or its assigns, or Federal Home Loan Mortgage Company or its assigns.
- K. “Lake Parcels” shall mean and refer to the parcels delineated and described as Lake Tracts “F”, “G”, “H”, “I”, and “J” on the Plat.
- L. “Lot” shall mean and refer to any Lot numbered “1” through “224” as delineated and numbered on the Plat. The words “Lots” shall mean all Lots 1 through 224 shown on the Plat.
- M. “Lot Owner” shall mean and refer to the record title holder of any Lot.
- N. “Multi-Family Association” shall mean a non-profit corporation formed by Declarant or a Developer and having jurisdiction over Units constructed on a Multi-Family Parcel.

- O. "Multi-Family Building" shall mean a building containing one (1) or more Units constructed on a Multi-Family Parcel.
- P. "Multi-Family Parcel" shall mean and refer to either Tract "A", Tract "D", or Tract "E", as delineated and so described on the Plat. "Multi-Family Parcels" shall mean and refer to all of those Parcels.
- Q. "Plat" shall mean and refer to the Plat of FALCON'S LEA containing the Property as recorded in Plat Book 128, Page 6, of the Public Records of Broward County, Florida.
- R. "Property" shall mean and refer to all of the property delineated and described on the Plat, except dedicated roads shown thereon, the Lake Parcels, the Fire Station Parcel, and Commercial Parcels.
- S. "Unit" shall mean and refer to a residential unit built on a Multi-Family Parcel.
- T. "Unit Owner" shall mean and refer to the record title holder of any Unit.
- U. "Utility Easement" shall mean and refer to the utility easements delineated on and described as such on the Plat.
- V. "Wall Easement" shall mean and refer to the easement for the construction and maintenance of a privacy wall established under Section 6.03 below.

Section 2

Jurisdiction

- 2.01 Declarants. Until Declarant or any Developer sells the last Lot or Unit in the Property to the consuming public (the "Development Period") Declarant reserves the rights contained in Sections 2.02 through 2.04 and 3.01 through 3.03 below.
- 2.02 Reservations. Declarant reserves, on behalf of itself and Developers, the right to maintain on the Property, sales models, sales offices, advertising signs, lights and banners and to erect and maintain temporary dwellings, model homes and/or other structures on the Property.

- 2.03 Further Restriction. Declarant reserves the right to impose further restrictions, amend the present restrictions, or grant or dedicate additional easements or rights-of-way on the Property. Such additional restrictions, easements or dedications shall not encumber any Lot or Multi-Family Parcel if title pass to a purchaser from the Developer prior to the placing of such easement or dedication of record, unless the purchaser or subsequent owner of the Lot or Multi-Family Parcel affected thereby joins in the execution of such amendment as provided for herein. Any further amendments to this Declaration by Declarant shall be made in accordance with Section 11.02.A. of this Declaration.
- 2.04 Right of Release. If any home constructed on a Lot or any Unit constructed on a Multi-Family Parcel shall violate any covenant of this Declaration, and if, in the opinion of Declarant, such violation is not substantial, Declarant may in writing and placing it of record in the Public Records of Broward County, Florida. After the date of the termination of the Development Period under Section 2.01, this right of release shall succeed to the appropriate Association or Multi-Family Association having jurisdiction over the Unit or Lot or Multi-Family Parcel having jurisdiction over a Unit, Lot or Multi-Family Parcel as provided under Section 3.03.
- 2.05 Multi-Family Association. Each Unit constructed by Declarant or a Developer on a Multi-Family Parcel shall be subject to the jurisdiction of a Multi-Family Association to be formed by the Declarant or Developer shall submit to Declarant for its approval the Articles of Incorporation and By-Laws of the Multi-Family Association, and the Declarations and related documents governing any planned unit development of condominium prior to the commencement of the construction of a Unit on a Multi-Family Parcel. Declarant shall not unreasonably withhold its approval of the aforesaid documents and shall either approve or

submit its objections to such documents in writing within thirty (30) days after a Developer submits the documents to Declarant for Declarants' approval. The Articles, By-Laws, Declaration and related documents governing the Units shall provide that the Multi-Family Association shall be obligated to enforce the covenants contained herein as they pertain to this Multi-Family Parcels. The Declaration of Covenants pertaining to the Units shall not contain any provisions that are contrary or inconsistent with the covenants of this Declaration pertaining to the Multi-Family Parcels.

2.06 Association. The Association shall have jurisdiction over the Lots, with the powers and duties defined in Sections 8, 9 and 10.

Section 3 Architectural and Construction Restrictions

3.01 Construction. No improvement or structure of any kind including, without limitation, any building, fence, wall, swimming pool, tennis court, screened enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot or Multi-Family Parcel, whether or not the purpose thereof is purely decorative or otherwise, nor shall any addition, change or alternation therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by Declarant or after the termination of the Development Period by the respective Associations under Section 3.03. All plans and specifications shall be evaluated as to harmony of exterior, design, materials, and location in relation to surrounding structures and topography and as to conformance with this Declaration. If Declarant approves plans for a Developer's model home or Multi-Family Units, such approval shall be deemed the approval for all subsequent construction of single-family residences or Multi-Family Units constructed under the

approved plans and no subsequent approval shall be needed, except approvals must be obtained if there are any subsequent substantial exterior modifications to the plans by a Developer or an individual prior to the issuance of a Certificate of Occupancy for such single-family residence or Multi-Family Unit.

- 3.02 Construction. If construction of any improvement shall not commence six (6) months after the date of such Declarant's approval of plans and specifications as provided in Section 3.01, the approval shall become null and void unless Declarant extends the time in which to commence the construction. Upon commencement, construction shall be prosecuted diligently and completed within a reasonable period of time not to exceed twelve (12) months, unless such time is extended by Declarant. Site appearance during construction shall be kept in a neat and orderly condition so as not to cause an unsightly condition. No dumping of building materials is permitted on any Lot and all construction material shall be disposed of in the manner conforming to the requirements of Broward County. In the event the Lot Owner, Parcel Owner, Unit Owner or Developer or his agents, contractor, or subcontractor shall fail to maintain the site as specified and continue such failure more than seven (7) days following delivery of a written notice with respect thereto from Declarant, Declarant may order a clean-up of the site and assess the respective Owner the cost and expense thereof and enforce payment of same as provided in Section 10.
- 3.03 Succession. On the date the Development Period terminates under Section 2.01, Declarant's rights under this Section shall succeed to the Association of Multi-Family Association with respect to any construction after such date on Lots or Multi-Family Parcels over which those associations have jurisdiction.

3.04 Restrictions. The architectural and construction restrictions pertaining to the Lots are contained in Sections 3.05 through 3.13. When the Association is granted right of approval or discretion as to any matter described in those Sections, such right of discretion shall be exercised by Declarant only during the Development Period.

3.05 Homes. No building shall be erected, altered, placed or permitted to remain in any Lot other than one (1) detached single family dwelling containing livable enclosed floor area of not less than the total square footage described herein, exclusive of open or screened porches, terraces, garages, pools, out buildings and tennis courts. A dwelling on any Lot shall contain no less than 1100 square feet of livable enclosed floor area on the first floor. The total required square feet of livable enclosed floor area of any single-family dwelling shall be as follows:

A.	<u>Lots</u>	<u>Total Square Feet</u>
	1-8; 205-207; 218-224	2400
	9-15; 17-36; 38-44; 46, 48-57; 59-67; 82-87; 128-139; 141-156; 173-181; 183-191; 193-194; 196-200	2000
	16, 37, 45, 47, 58, 68-81; 88-127; 140, 157-173; 182 192, 195, 201-204; 208-218	1800

B. Single-family dwellings shall not exceed thirty-five (35) feet in height and shall have roofs made of cement tile, vitreous clay or wood shingles, except that dwellings may have "built-up" roofs which overhang patio areas not visible from the street. Minimum roof pitch shall be not less than (rise over run) 5/12 unless contemporary design requires same and written approval is given by the Association. Unless approval by the

Association as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling and if such structure is approved it may not be constructed prior to construction of the main residential dwelling.

- 3.06 Garages. Each dwelling on a Lot shall have a private and enclosed garage for not less than two (2) nor more than four (4) cars. All garages located on Lots shall have a minimum width of 18 feet for a two (2) car garage, 28 feet for a three (3) car garage and 38 feet for a four (4) car garage as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum width of sixteen (16) feet for a two (2) car garage or two (2) sixteen (16) foot doors for a four (4) car garage or two (2), three (3) or four (4) individual overhead doors each with a minimum of eight (8) feet in width. No carports will be permitted unless approved in writing by Association. If prior written consent is obtained from the Association, garages may be enclosed for air conditioned living space.
- 3.07 Set-Backs. Except as provided in this Section, no building, or any part of any projection thereof, shall be erected on any portion of the Lots within five (5) feet of any side lot line, but such side-lot set-back shall be enlarged to prevent any building or any part or any projection thereof encroaching upon any drainage or other public utility easement, within fifteen (15) feet of any rear lot line, or within twenty-five (25) feet of any right-of-way contiguous to the front lot line or rear lot line, except with respect to Lots 1 through 8 and 218 through 224, which set-back shall be forty (40) feet from any right-of-way contiguous to the front lot line. Pools, patios, and screened enclosures without notice roofs, shall only be required to set back five (5) feet from the rear lot line of any Lot. Where Lots have curved property lines, set-back distances shall be taken at right



angles with the tangent to the curve. All other set-backs shall be measured at right angles to the lot line.

- 3.08 Driveway Construction. All dwelling shall have a paved driveway of stable and permanent construction which shall be not less than sixteen (16) feet in width at the entrance to the garage. All driveways should be constructed with concrete, asphalt, or a comparable material, approved by Declarant. If the driveway is elevated above the natural topography, the sides shall be sloped (rise/run) no greater than  $\frac{1}{4}$  and shall be grassed or sodded. If the driveway is elevated above the natural topography and does not provide a drainage swale at the right-of-way line, then six (6") inch drainage culverts of P.V.C. Schedule Forty (40) pipe or other culvert material approved in writing by the Association shall be installed at the minimum elevation in any driveway which might act as a dike or impediment to the natural flow of water.
- 3.09 Property Elevation. No changes in the elevation of a Lot shall be made without the prior written approval of Declarant. No fill shall be used to extend a Lot beyond the lot line. No sod, top soil, rock, gravel, sand, clay or earth, except for the landscaping, shall be removed from the Lot, or any lake or pond dug, without the written consent of the Association and no change in elevation resulting in surface water drainage onto another Lot shall be permitted.
- 3.10 Landscaping. A landscaping plan for each Lot and Multi-Family Parcel must comply with the ordinances of the governmental body having jurisdiction over the Lots and Multi-Family Parcels. Each Lot shall be fully sodded, including the area, if any, between the lot line and the street pavement. No gravel or pavement shall be used as a ground cover unless approved by the Association.

3.11

Fences and Walls.

- A. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the prior written approval of the Association. All fences shall be erected so as not to interfere with drainage, maintenance or utility easements. No barbed wire, wire mesh, chicken or hog wire fences shall be allowed. No chain link or cyclone fence shall extend closer to the front of a Lot than the front of the dwelling. Fences and walls shall be at all times maintained in good repair and condition.
  
- B. No fence, wall, hedge, or shrub planting which obstructs the line of sight and elevations between two (2) and six (6) feet above the roadway shall be placed, or permitted to remain, on any corner Lot within the triangular area formed by the street, property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in case of a rounded Lot corner from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines of sight.

3.12

Play Structures. All basketball backboards and play structures, including but not limited to, swing sets and playground equipment, shall be located at the rear of the dwelling or on the inside portion of corner Lots within the set-back lines, but in no event closer to the front of the Lot than the rear line of the dwelling, unless an exception is granted in writing by the Association. No doghouse, playhouse or similar structure shall be constructed on any part of a Lot in front of the rear line of the residence thereon and all such structures and their locations must, prior to construction, be approved in writing by the Association.

- 3.13 Recreational Areas. Any swimming pool, tennis, racquetball, handball, basketball, badminton or similar courts or recreation areas to be constructed on any Lot shall be subject to the requirements of the Association which include, but are not limited to, the following:
- A. Composition to be of material thoroughly tested and accepted by the industry for such construction.
  - B. Such facility must be constructed on the same Lot as the residence of the Lot Owner and the location of such facility on such Lot must be first approved in writing by the Association.
  - C. Lighting shall be designed so as to buffer lighting from the surrounding residences to prevent same from constituting a nuisance.

Section 4. Use Restrictions

- 4.01 Application. All restrictions contained in this Section pertain to Lots, Multi-Family Parcel and the Units constructed thereon, except Section 4.14.
- 4.02 Residential. Each Lot and Unit constructed on a Multi-Family Parcel may be used for a residential dwelling for one (1) family only and for no other purpose. No business or commercial building may be erected on any Lot and no business or commercial activity, or any advertising thereof, may be conducted on any part thereof.
- 4.03 Nuisance. No nuisance shall be permitted to exist or operate on any Lot, Multi-Family Parcel, or any Unit constructed on a Multi-Family Parcel to the detriment of continued annoyance of any Lot Owner or Unit Owner in the vicinity of such nuisance.
- 4.04 Trash / Clotheslines. No Lot or Multi-Family Parcel shall be used as a dumping ground for rubbish, trash, or

other waste. All trash, garbage and other waste must be kept in sanitary containers and, except during days of pick up, shall be totally shielded from public view. Such enclosures must be constructed with the dwelling and be approved by Declarant. No exterior clotheslines will be permitted as to any Lot or Unit visible from any street.

- 4.05 Temporary Structures. No structures of a temporary character or tents, shed, tanks, mobile homes, campers, barns, motorized vehicles, trailers, vans, shacks, or out-buildings shall be used on the Property as a residence, either temporarily or permanently, and such structures shall not be erected or permitted to remain on the Property without the written consent of Declarant.
- 4.06 Motor Vehicles. All trucks and commercial vehicles shall be required to be parked in a garage and shall not be permitted to be parked or stored in any other place on any Lot or Multi-Family parcel except during periods of approved construction on the Lot or Multi-Family Parcel. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick-up, delivery and other commercial services. No vehicle without a current valid license plate shall be permitted upon the Property. Vehicles which are mission one (1) or more wheels or which are not in an operating condition shall not remain upon any portion of the Property for more than two (2) consecutive days. No airplanes, helicopters, or gliders shall be permitted upon the Property. No major maintenance or repairs shall be performed upon any vehicle, boat or similar machine or portion thereof on any Lot or Multi-Family Parcel, except within an enclosed garage. No recreational vehicles, swap buggies or airboats shall be parked overnight on any Lot or Multi-Family Parcel, except in an enclosed garage. Boats must be kept out of sight inside yards and not visible from the streets or kept in enclosed garages.
- 4.07 Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed on any

Lot or Unit, except for a sign no larger than 576 square inches or where the express prior written approval of the size, shape, content and location thereof has been obtained from the Association.

- 4.08 Oil Drilling and Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot or Multi-Family Parcel and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot or Multi-Family Parcel; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot or Multi-Family Parcel.
- 4.09 Utility Connections. Connections for all utilities to any Lot or Unit including, but not limited to, water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner as to be acceptable to the Declarant and the governing utility authority.
- 4.10 Air Conditioning Units and Antennae
- A. No window air conditioning units shall be permitted to be installed in or extend from the front or sides of a single-family dwelling or Unit without the consent of the Association.
  - B. Except as provided in this paragraph, no aerial, windmill, antennae or parabolic dishes shall be placed or erected upon any Lot, Multi-Family Parcel or Unit or fixed in any manner to the exterior of any single-family dwelling or Multi-Family Building without the prior written approval of the Association. An owner of a dwelling may erect a standard residential television antenna attached to or supported by his dwelling if the antenna extends no more than eight (8') feet above the crown of the dwelling's roof.

- 4.11 Fuel Tanks and Storage. No fuel or gas storage tanks may be permitted on any Lot or Multi-Family Parcel. That notwithstanding, a Lot Owner or Unit Owner may keep and maintain a small heating, fuel or gas tank for gas barbecue, fireplaces, spa or pool heating in an area on a Lot or Unit specifically approved by the Association or by rules or regulations promulgated by the Association. Propane gas tanks shall be less than 250 pounds and other fuel tanks shall have a capacity of less than 100 gallons.
- 4.12 Illegal Use. No illegal use may be made of any Lot, Multi-Family Parcel or Unit or any part thereof. Each Lot, Multi-Family Parcel and Unit must comply with all laws, ordinances rules, regulations, or other requirements of any governmental agency having jurisdiction thereof. Compliance shall be at the sole expense of a Lot Owner or Unit Owner.
- 4.13 Compliance. It is the responsibility of each Lot Owner or Unit Owner to insure that the members of the family of the Lot Owner or Unit Owner, his guests, tenants, invitees and employees abide by the covenants of this Declaration and all rules and regulations from time to time adopted by the Association or Multi-Family Association having jurisdiction over the Lot or Unit.
- 4.14 Subdivision. The Lot Owner of two (2) or more contiguous Lots may apply to Declarant for permission to use them as a site of a single dwelling. Upon receiving the written consent of Declarant, said contiguous Lots shall thereafter be treated as a single dwelling Lot except that said Lots shall continue to be treated as separate and distinct Lots for purposes of voting and assessments. Lot Owners qualifying under this Section shall not be required to comply with the side yard set-backs except as to the outside Lot lines. No Lot shall be divided, subdivided or reduced in size without the prior written approval of Declarant and unless the divided or subdivided portion thereof is consolidated with one or

more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot in accordance herewith, the obligation for Declarant expensed attributable to the divided or subdivided Lot shall be and become proportionately attributable and chargeable to the contiguous Lot and the Lot Owner thereof. In the event of such division or subdivision of any Lot shall be proportionately attributable to the contiguous Lot to and with which portions of the divided or subdivided Lot become consolidated. Any provision of this Section to the contrary notwithstanding, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one full platted Lot.

Section 5                      Exterior Maintenance

- 5.01                      Lots. Each Lot Owner shall be responsible for keeping the exterior of his residential home, and all other improvements situated on his Lot in a clean, sanitary, safe and orderly condition. Each Lot Owner shall be responsible for the maintenance, replacement or repair of all doors, windows, screens, roofs and other portions of his property and to keep the paint on the exterior walls and roof in a reasonably good state of repair. If any Lot Owner breaches this covenant and the Association fails to enforce this covenant against the Lot Owner, any Multi-Family Association may, on behalf of its members, enforce this covenant under the provisions of Section 10 below.
- 5.02                      Parcels. Each Multi-Family Association shall cause each Unit and all other improvements related thereto under its jurisdiction to be kept in a clean, sanitary, safe and orderly condition. Each Multi-Family Association shall have the responsibility of, or provide for, the maintenance, replacement and repair of all doors, windows, screens, roof and other portions of the improvements of the Unit under the declaration of covenants governing the maintenance of Units. If a Unit

Owner under the applicable declaration of covenants is required to maintain his Unit in accordance with this covenant and fails to do so, then the Association may enforce this covenant against the Multi-Family Association having jurisdiction over any Unit and said Unit Owner under the provisions of Section 10.

- 5.03        Lawn Maintenance. No underbrush and/or other unsightly growth shall be permitted to grow upon any Lot and no refuse or unsightly objects shall be allowed to remain thereon. The lawns and grounds on each Lot shall be maintained by the Lot Owner in a neat and attractive manner including, without limitation, having grass, weeds, undergrowth and other vegetation cut no less than once a month, and the shrubbery and trees located on the Lot trimmed periodically in accordance with good husbandry practices, including the removal of any dead trees, shrubs or plants. If any Lot Owner shall fail or decline to keep his Lot free of underbrush, refuse and/or other unsightly objects then the Association, after providing the Lot Owner with seven (7) days written notice thereof, may enter upon said Lot and remove the refuse or otherwise cure the Lot Owner's default of his obligations hereunder. Such entry by the Association shall not be deemed a trespass and the Lot Owner shall be assessed the cost incurred by the Association in curing said default with such assessment constituting a lien upon the Lot as provided for in Section 9.08 below. If the Association fails to enforce this covenant against any Lot Owner who has breached the covenant, then any Multi-Family Association may, on behalf of its members, enforce this covenant against such Lot Owner.

- 5.04        Parcel Grounds. No underbrush and/or other unsightly growth shall be permitted to grow on any Multi-Family Parcel, nor shall refuse or unsightly objects be permitted to remain thereon. Each Multi-Family Association shall cause the grounds and lawns on each Multi-Family parcel to be maintained by it or by the Unit Owners in a neat and attractive manner including, without limitation,



having grass, weeds, undergrowth and other vegetation cut no less than once a month, and the shrubbery and trees located on the Lot trimmed periodically in accordance with good husbandry practices, including the removal of any dead trees, shrubs or plants. If such Multi-Family Association or its Unit Owners shall break this covenant and continue to breach this covenant after written demand by the Association for compliance therewith, then the association may enforce this covenant against any such Multi-Family Association and/or its Unit Owners in accordance with the provisions of Section 10 below.

## Section 6

### Common Easements

- 6.01 Entranceways. Declarant reserves an easement for the construction, location, access, maintenance and repair of entranceway features which are to be constructed on the southeast corner of Lot 1 and the northeast corner of Lot 224 (the "Lot Entranceway Feature"), the northwest and southwest corners of the Commercial Parcel (the "Commercial Parcel Entranceway Feature"), the northeast corner of Tract "A", the north corner of the Tract "D" which corner has a clear view of Stirling Road, (the last entranceway features shall be designated the "Multi-Family Parcel Entranceway Feature").
- 6.02 Maintenance. The easement for the Lot Entranceway Feature shall inure to the benefit of the Association, who shall have the responsibility for the maintenance and repairs of the Entranceway Feature. The cost thereof shall be a common expense of the Association. The easement for each Multi-family Parcel Entranceway Feature shall inure to the benefit of the Multi-Family Association having jurisdiction over the parcel where the Multi-Family Entranceway Feature is located. The cost of maintaining and repairing the Multi-Family Association having jurisdiction over the parcel where the Multi-Family Entranceway Feature is located. The expense of such maintenance and repair shall be assessed

equally to all units which each Multi-Family Associations administers.

6.03 Wall Easement. Declarant hereby reserves the right to construct a privacy wall along the east boundary of the non vehicular access easement as shown on the Plat located on the east side of Lots 1 through 8, Lots 218 through 224 and Lots 205 through 207 and an easement in such easement for the repair and access to the privacy wall. The easement for the privacy wall shall inure to the benefit of the Association and the Association shall maintain the privacy wall on the above easement in a state of good repair.

6.04 Further Easements. With respect to any Lot which has its rear or side lot line contiguous with the perimeter of boundary of the plat and which perimeter boundary does not border on a dedicated public right-of-way in existence at the time of recordation of this Declaration, then no portion of such Lot may be used, conveyed or dedicated for an easement of any type or for roadway purposes of ingress and egress serving any parcel of property situated outside of the boundaries of the Plat lying contiguous to a perimeter boundary of the Plat. Declarant may waive this restriction by placing a written release of this restriction in the recordable form in the Public Records of Broward County, Florida.

Section 7 Lake Parcels and Park Parcel

7.01 Ownership. The Lake Parcels are to be owned by the Drainage District, which parcels are part of the drainage system serving the Property and adjoining property owned by Declarant.

7.02 Lakefronts. No lakefront Lots shall be increased in size by filling in all or any portion of the lake or water on which it abuts or decreased in size by dredging. No dishwasher, septic tank, grease trap or washing machine shall be allowed to drain into any lake or body of water.

The shoreline contours of any Parcel or Lots abutting a lake may not be changed without the written approval of the association having jurisdiction over the Multi-Family Parcel or waterfront Lot, as the case may be, and the Drainage District. Any Lot Owner or Unit Owner may use the Lake for the purposes of propelling small boats or not more than eighteen (18') feet in length by sail, oar, or electric motor. Under no condition shall any Lot Owner, Multi-Family Parcel Owner or Unit Owner use the lake for any other purpose except as permitted by rules and regulations governing the use and enjoyment of the Lake Parcels adopted by the Drainage District. No boat docks, bulkhead, mooring, pilings or permanently moored rafts shall be constructed on any lake or body of water adjacent to any Multi-Family parcel or Lot unless permitted by the Drainage District rules and approved by the Association having jurisdiction over the appropriate lakefront Multi-Family Parcel or lakefront Lot.

7.03 Maintenance. The Drainage Easements inure to the benefit of the Drainage District and its successors for the maintenance, repair and replacement of the drainage system and facilities lying within the boundary of the Property. No structure, planting or other material shall be placed or permitted to remain within the Drainage Easement which may interfere with the installation and maintenance of the Drainage Easement or which may change the direction or flow of drainage channels in the drainage easements or which may obstruct or retard the flow of water through drainage channels in the Drainage Easement or which may change the contour of the Drainage Easement located in the rights-of-way or easements. The easement area on each Lot shall be mowed periodically by the Lot Owner.

7.04 Fire Station Parcel. The Fire Station Parcel shall be used as a site for a Fire Station. Declarant shall convey the title to the Fire Station Parcel to the governmental authority designated to operate the Fire Station on the Fire Station Parcel.

Section 8

The Association

8.01 The Association. The Association is a corporation not-for-profit incorporated under the laws of the State of Florida, and charged with the duties and empowered with the rights set forth herein. The affairs of the Association shall be governed by its Articles of Incorporation and its By-Laws.

8.02 Membership. The Association shall have two (2) classes of membership:

A. Class A Membership. Each Owner, including the Declarant, shall automatically be a Class A Member of the Association. Such Class A Membership is appurtenant to the ownership of each Lot and shall not be separable from the ownership of the Lot and shall be deemed to have been conveyed with the conveyance of each Lot, whether or not such Membership is expressly referred to in the instrument effecting such conveyance.

B. Class B Membership. Declarant is the sole Class B Member of the Association, provided that said Class B Membership shall cease and terminate upon the earlier of: (a) the delivery by Declarant to the Association of written notice that Declarant irrevocably terminates and cancels its Class B Membership; or (b) the date of the termination of the Development Period.

8.03 Voting. Voting by Members in the affairs of the Association shall be as follows:

A. Number of Votes.

(1) Each Class A Member shall be entitled to one (1) vote for each Lot owned.

- (2) The Class B Member shall be entitled to a number of votes equal to the sum of: (i) the total number of votes possessed by the Class A Members at the time of any particular vote by membership; plus (ii) one (1) additional vote.

B. No Cumulative Voting. There shall be not cumulative voting on any vote by the Members of the Association.

8.04 Duties and Power of the Association. Except as provided for in the Paragraph B. of Section 8.02 above, the Association shall have powers and duties which shall include the following:

A. The Association shall have all of the common law and statutory powers of the corporation not-for-profit, under the laws of the State of Florida.

B. The Association shall have all the powers and duties reasonably necessary to perform all the acts required to be performed under the Declaration including but not limited to the following:

- (1) To make and collect assessments against Lot Owners to defray the cost and expenses in carrying out the duties to be performed by the Association under the Declaration.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) To maintain, repair, replace and make additions to the Common Easements.
- (4) To purchase insurance insuring the improvements of the common Easements, liability insurance for the protection of the Association and its Members, policies of insurance for directors and officers insuring

them against personal liability arising out of the performance of their duties, and such other insurance as may be deemed necessary in the opinion of the Board of Directors of the Association.

- (5) To take all necessary action to properly enforce the provisions of the Declaration and to commence and maintain actions to restrain and enjoin any breach or threatened breach of any provisions of the Declaration.
- (6) To employ personnel to perform the services required to carry out the duties of the Association.

C. No power stated above shall be exercised by the Association to allow its net earning to inure to the benefit of any Member or Owner as such limitation is now and hereafter interpreted under Internal Revenue Code Section 528 and the Regulations promulgated thereunder.

D. All funds and the title to all properties acquired by the Association and the proceeds received by the Association shall be held in trust for the members in accordance with the provisions of the Declaration, the Articles of Incorporation and the By-Laws. Upon the dissolution of the Corporation all such property shall be distributed to the Lot Owners as tenants-in-common.

## Section 9

### Assessments

- 9.01 Liens. Each Lot Owner, by accepting a deed to any Lot in the Property from Declarant, whether or not it shall be so expressed in such deed, agrees to pay to the Association an annual assessment for reasonable charges incurred in connection with the enforcement of any of the terms and conditions hereof and assessments for the costs

of exterior maintenance as described in Section 5 and other features to protect health, safety and welfare of the owners. The Association may impose a lien on each Lot for any unpaid assessments with respect to that Lot together with interest, costs and reasonable attorneys' fees. The lien is effective from and after recording a Claim of Lien in the Public Records of Broward County, Florida stating the description of the Lot or Lots, the name of the record Lot Owner, the amount due and the due dates of the unpaid assessments. The lien is in effect until all sums secured by it have been fully paid. The Claim of Lien includes only assessments which are due when the Claim is recorded and must be signed and acknowledged by when the Claim ins recorded and must be signed and acknowledged by an officer or authorized agent of the Association and shall include a statement that a copy of the Claim of Lien has been forwarded by certified mail, return receipt requested to the Lot Owner.

- 9.02 Purpose. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents and Lot Owners of the Property and for the improvement and maintenance of the common Easements.
- 9.03 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots in the Property. Exterior maintenance assessments as provided in Section 5 hereof and assessments for charges incurred in connection with the enforcement of any of the terms and conditions hereof, may be assessed against one or more Lots as determined by the Association.
- 9.04 Due Date of Assessments. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable, in advance, in monthly, quarterly, semi-annual or annual installments, as determined by the Association.

- 9.05      Amount and Basis of Annual Assessment. Not less than thirty (30) days prior to the commencement of each fiscal year, the directors of the Association shall estimate the costs and expenses, including a reasonable provision for contingencies and for a reserve for capital replacements, to be incurred by the Association during such fiscal year in the performance of the duties of and exercise of the powers of the Association. This amount shall then be divided by the total number of Lots within the Property to determine the assessment due with respect to each Lot. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. During the calendar year 1986 the total annual assessment with respect to any Lot shall not exceed Sixty (\$60.00) Dollars per Lot.
- 9.06      Additional Assessments. If the annual assessment estimated at the commencement of any fiscal year shall, for any reason, prove to be insufficient to cover the actual expenses incurred by the Association during such fiscal year the Association shall, at any time it deems necessary and proper, levy an additional assessment against the Lot Owners. Each Lot Owner shall pay a share of such additional assessment determined in accordance with subparagraph A. above, as if the additional assessment were an annual assessment.
- 9.07      Certificate. The Association shall, upon demand, furnish to any Lot Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments with respect to that Owner's Lot have been paid, and, if not paid, the amount due. Such certificate shall be conclusive evidence of payment of assessments therein stated to have been paid.
- 9.08      Effect of Non-Payment of assessments. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest from the due date at the maximum rate permitted by law and the costs of collection thereof, become a lien on the Lot or Lots against which such



assessment is made upon recording a claim of lien, which shall bind such Lot or Lots in the hands of the Lot Owner, his heirs, devisees, personal representatives, and assigns. If any assessment remains delinquent for thirty (30) days after recording a claim of lien, the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot or Lots in like manner as a foreclosure of a mortgage on real property, for all delinquent assessments assessed against such Lot or Lots, together with the costs, expenses and reasonable attorneys' fees, for bringing such action and any appeal thereof or post judgment proceedings with respect thereto.

9.09 Subordination of the Lien to Mortgages. The lien of the assessments provided in this Section and any other Section in this Declaration is subordinate to the lien of any first mortgage to an Institutional Lender which now encumbers or at any time hereafter encumbers any Lot or Lots. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of a first mortgage to an Institutional Lender or any deed in lieu thereof, extinguishes the assessment lien as to payment that become due prior to such sale or transfer. No such sale or transfer relieves such lot from liability for assessments thereafter becoming due or from the lien thereof.

9.10 Exempt Property. Declarant and the Association shall have the right but not the obligation to exempt any property subject to this Declaration from the assessments, charge and lien created herein, provided that such exempt property is used, and so long as it is used for any easement or other interest dedicated for community use and accepted by the Association, or dedicated for public use and accepted by the appropriate governmental authority.

## Section 10

## Enforcement

- 10.01 Benefit. Each Lot Owner, or Unit Owner of a Multi-Family Parcel, or Parcel Owner, their successors and assigns, by acceptance of a deed to such property shall be bound to each and every covenant, condition, easement, restriction, charge and lien recited herein, whether or not it shall be so expressed in the deed.
- 10.02 Enforcement. Notwithstanding anything to the contrary stated in this Declaration, Declarant shall have the right during the Development period to enforce the terms of this Declaration. If any person or association shall violate or attempt to violate any covenant contained herein, any Lot Owner, Unit Owner, or the Association or any Multi-Family association acting on behalf of its Members, shall first send by certified mail, return receipt requested, to any person and/or association who may be violating this Declaration a letter setting forth the violation and stating the steps to be taken to cure the violation. If any such person or association should fail to cure the alleged violation set forth in the above letter within thirty (30) days after the receipt thereof by the recipient then the complaining Owner or Association may bring a suit at law or at equity against such person violating the covenants of this Declaration to prevent or abate any violation of the covenants of this Declaration to prevent or abate any violation of the covenants of this Declaration or to recover damages for the violation of same. In any such proceedings, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees. Violation of any restrictions shall give the Association or the Multi-Family Association having jurisdiction over any Lot or Multi-Family Parcel the right to enter upon any Lot or any Unit over which it has jurisdiction and as to which the violation exists, or similarly to abate and remove, at the expense of the Lot Owner or Unit Owner, as the case may be, any construction, thing or condition which may be contrary to the provisions hereof. Failure of any association or any

owner to object to any violation or to enforce any restriction contained herein shall not be deemed to be a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

## Section 11

### Duration and Amendments

11.01

Duration. The covenants and restrictions of this Declaration shall run with and bind each Lot and shall inure to the benefit of and be enforceable by the Association, any Multi-Family Association, or any Lot Owner or Unit Owner, their respective legal representatives, heir, successors and assigns for a term of twenty-five (25) years from the date of this Declaration. Thereafter this Declaration shall automatically be extended for successive periods of ten (10) years unless an instrument is placed of record containing certified resolutions of the Association and each Multi-family Association certifying that two-thirds ( $2/3^{\text{rd}}$ ) of the members of each Association have voted to terminate this Declaration. Invalidation of any part of the restrictions herein contained shall not invalidate the remaining restrictions which shall remain in full force and effect.

11.02

Amendments. This Declaration may be amended as follows:

A. During the Development Period, Declarant reserves the right to amend this Declaration without the consent of Lot Owners, Unit Owners or Multi-Family Parcel Owners. Such amendments may be made by Declarant without the consent of Institutional Lenders, if such amendments do not amend Sections 9.03, 9.05 or 9.09 of this Declaration. Such amendment shall be effective when the amendment is signed by Declarant and a signed copy thereof recorded in the Public Records of Broward County, Florida.

- B. After the termination of the Development Period, the Association may amend Section 3.04 through 3.13 and Sections 8 and 9 of the Declaration without the joinder of any Institutional Lender if such amendment do not amend Sections of this Declaration specified in Paragraph A. The proposed amendment shall be sent to each Lot Owner by the Association in accordance with its By-Laws, considered at a Member's meeting duly called in accordance with the By-Laws and approved by not less than fifty-one (51%) percent of all of the Members of the Association at such duly called meeting. An amendment of this Declaration as to the above Sections by the association shall be effective when a written instrument is filed in the Public Records of Broward County, Florida. Such written instrument shall contain the amendment, and certificate signed by the President and Secretary of the Association certifying that fifty-one (51%) percent of the Members of the Association approved the amendment at a duly called meeting. Such amendment shall become effective when the properly executed amendment and certificate are recorded in the Public Records of Broward County, Florida.
- C. Except for the Sections described in Paragraph B. above, all other Sections of the Declaration may be amended without joinder of an Institutional Lender, provided that Section 9.09 of the Declaration is not amended as provided for in this Paragraph C. The proposed amendment shall be sent to each Lot Owner and Unit Owner in accordance with the provisions of the respective By-Laws of the Association and each Multi-Family Association, considered by the Members of each of those Associations at a meeting duly called in accordance with the By-Laws of those Associations, and approved by not less than sixty-six and two-thirds (66-2/3%) percent of the total Membership of each of those Associations. Such amendment and certificate by the President and

Secretary of each of those Associations certifying that sixty-six and two-thirds (66-2/3%) percent of the total Membership if each Association approved the amendment at a meeting duly called in accordance with the respective By-Laws of each of those Associations are recorded in the Public Records of Broward County, Florida.

Section 12

Severability

- 12.01      Invalidation of any one of the provisions, covenants or restrictions by judgment or court order shall in no way affect any other covenant, restriction or provision of this Declaration and same shall remain in full force and effect.