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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR WINDSOR PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDSOR PARK, is made this 1<sup>st</sup> day of December, 2009, by DIVOSTA HOMES, L.P., a Delaware limited partnership, successor by merger to Abacoa Homes, Inc., a Florida corporation ("Developer"), and by the WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

Developer is the owner of the real property described in Exhibit "A" attached to this Declaration, and incorporated into this Declaration by reference. The Developer intends by this Declaration to impose restrictions upon certain properties under a general plan of development to mutually benefit all owners of residential properties within the restricted property. The Developer desires to provide a flexible, manageable, and reasonable procedure for the overall development of the restricted property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the restricted property.

Developer declares that the property restricted by this Declaration and any additional property which may be subjected to this Declaration by a subsequent amendment shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Declaration. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title, or interest in the property subjected to this Declaration. Developer, the Association, any aggrieved Owner (hereinafter defined), and their respective legal representatives, heirs, successors, and assigns, may enforce this Declaration. Each Owner shall automatically be a Member (hereinafter defined) of the Association.

ARTICLE I

DEFINITIONS

"Abacoa" shall mean and refer to the Development of Regional Impact of the same name located in the Town of Jupiter, Palm Beach County, Florida and the name of the planned community being developed by Abacoa Developer (hereinafter defined) in the County (hereinafter defined) in accordance with the Abacoa Declaration, of which Windsor Park (hereinafter defined) is a portion thereof.

"Abacoa Articles" shall mean and refer to the Articles of Incorporation of the Abacoa POA (hereinafter defined), as the same may be amended from time to time.

"Abacoa By-Laws" shall mean and refer to the By-Laws of the Abacoa POA, as the same may be amended from time to time.

"Abacoa Declaration" shall mean and refer to that certain declaration of covenants, conditions, and restrictions, and all exhibits thereto recorded in Official Record Book 9739, Page 1629, Public Records of the County, Florida as amended. It may also be referred to herein as the "Abacoa Declaration."

"Abacoa Developer" shall mean and refer to the Abacoa Development Company, Inc., a Delaware corporation, its successors and assigns, which is the developer under the Abacoa Declaration.

"Abacoa POA" shall mean and refer to Abacoa Property Owners Assembly, Inc., a Florida not-for-profit corporation, which provides certain community-wide services to Abacoa.

"Articles" shall mean the Articles of Incorporation of the Association. A true and correct copy of the Articles is attached hereto, made a part hereof, and marked Exhibit "B".

"Assessment" means a share of the funds which are required for the payment of Association Expenses, which from time to time are assessed against the Members (hereinafter defined) of the Association. The term, "Assessment" may from time to time also refer to Special Assessments (defined herein) and Default Assessments (defined herein) wherever the context requires.

"Association" shall mean and refer to Windsor Park Abacoa Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns created to maintain, manage, and control the Common Areas. The Association is a "Neighborhood Association" or "District Association" as defined in the Abacoa Declaration.

"Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, and the Abacoa POA, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board (hereinafter defined), and by the Abacoa POA, where appropriate, pursuant to the Homeowners Documents (hereinafter defined).

"Association Property" shall mean all real and personal property transferred to the Association for the benefit of all Members.

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

"By-Laws" shall mean and refer to the By-Laws of the Association, attached hereto, made a part hereof, and marked Exhibit "C".

"Common Area" shall mean those areas of real property shown on any plat of the Property (hereinafter defined), together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property." The Common Area shall consist of:

A. All portions of the Property (hereinafter defined), which are submitted to this Declaration, and are dedicated to the Association, that are not Lots or Units; and

B. All portions of the Property which are submitted to this Declaration, and that are not dedicated to any governmental entity or to the public for a public use, if any.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be reasonably and more specifically determined by the Board, but shall always be, at a minimum, in conformance with and consistent with those standards established by the Abacoa POA.

"Completed Lot" shall mean a Lot on which the construction of a Unit has been completed, for which Unit a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

"Completed Lot Owner" shall mean the Owner of a Completed Lot.

"County" shall mean Palm Beach County, Florida.

"Declaration" shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.

"Developer" shall mean and refer to DiVosta Homes, L.P., a Delaware limited partnership, successor by merger to Abacoa Homes, Inc., a Florida corporation, its successors and assigns.

"Development(s)" shall mean and refer to such residential or commercial developments which are now or hereafter located within Abacoa.

"General Plan of Development" shall mean that portion of any plat of the Property dedicated to the Association or submitted to this Declaration, initially or by Subsequent Amendment (hereinafter defined), as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the Property. Notwithstanding the foregoing, however, Developer reserves the right to modify its General Plan of Development (including, without limitation, to change the number of Units and Lots in Windsor Park and the right to change the recreational facilities, amenities, Unit product types) and/or the right to add land to Windsor Park or to withdraw land from Windsor Park in its sole and absolute discretion. Therefore, in the event Developer modifies its General Plan of Development, adds land to Windsor Park and/or withdraws land from Windsor Park, the number of Lots, the layout of Lots and/or the size of Lots within Windsor Park may change and as a result of any changes in the number of Lots, Assessments may increase or decrease as appropriate. Developer's General Plan of Development further contemplates that Units shall be whatever types of structures Developer may choose which are in conformance with this Declaration and allowed by governmental authorities having

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jurisdiction which are in conformance with applicable zoning requirements and/or governmental regulations. Developer's General Plan of Development may also include whatever facilities and amenities Developer considers in its sole judgment to be appropriate to Windsor Park, if any, as well as any changes thereto.

"Homeowners Documents" means in the aggregate this Declaration, the Articles, the By-Laws, the Rules and Regulations (hereinafter defined) of the Association as well as the Abacoa Declaration, the Abacoa POA Articles, the Abacoa POA By-Laws, any rules and regulations adopted by the Abacoa POA, the Site Plan for Windsor Park, and all of the instruments and amendments to same executed in connection with the General Plan of Development.

"Incomplete Lot" shall mean a Lot which is not a Completed Lot.

"Incomplete Lot Owner" shall mean the Owner of an Incomplete Lot.

"Institutional Mortgagee" shall mean any lending institution having a first lien on any property subject to this Declaration, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

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

"Lot" shall mean tract of land located within the Property which is intended for use as a site for a Unit. For purposes of Assessments, a Lot is either a Completed Lot or an Incomplete Lot. Upon completion of construction of a Unit on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Unit in this Declaration and the Homeowners Documents.

"Member" shall mean a member of the Association.

"Municipality" shall mean and refer to the Town of Jupiter, Florida.

"NPBCID" shall mean and refer to the Northern Palm Beach County Improvement District, a political subdivision of the State of Florida, 357 Hiatt Drive, Palm Beach Gardens, Florida, having jurisdiction over its Units of Development 9, 9A, 9B, 28, and any future additional legally formed units of development within Abacoa.

"NPBCID Plan of Improvements" shall mean or refer to any Plan adopted by NPBCID for the management, maintenance, installation, and/or construction of public infrastructure improvements within Abacoa.

"NPBCID Assessments" shall mean and refer to any legally authorized non-ad valorem assessments levied by NPBCID to pay for the cost of the management, maintenance, installation, and/or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.

"NPBCID Unit of Development" means that area lying within a specific geographical area that has been created by NPBCID as a distinct and separate area for implementation of NPBCID public infrastructure improvements.

"Occupant" shall mean the occupant of a Unit who shall be the owner, the lessee, or their respective guest(s).

"Owner" shall mean and refer to one (1) or more Persons (defined below) who hold the record title to any Lot which is created on the Property, but excluding any party holding an interest merely as security for the performance of an obligation.

"Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

"Property" or "Properties" shall mean all of the real and personal property submitted to this Declaration. The real property initially submitted to this Declaration is described in Exhibit "A".

"Roads" shall mean and refer to any street or thoroughfare which is constructed by the Developer within the Common Areas, and which is dedicated to the Municipality or the Association, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, alley or similar designation.

"Rules and Regulations" shall mean the rules, regulations, and policies which are attached hereto, made a part hereof, and marked Exhibit "D," and as may be adopted by the Board from time to time by resolution or motion carried.

"Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal foster care, guardianship, or adoption; or not more than two persons living together who may or may not be interrelated.

"Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on any land submitted by a Subsequent Amendment to the provisions of this Declaration.

"Transfer Date" shall mean the date that the Developer relinquishes the right to appoint all of the Directors to the Board, and conveys legal title to the Common Area to the Association. The Transfer Date shall occur as described in Article VIII.4. of the Articles.

"Unit" shall mean a finished portion of the Properties, for which a certificate of occupancy has been issued by the appropriate jurisdiction and which is intended for use and occupancy as a detached or attached residence for a Single Family. A Unit may also be referred to as a "Townhouse Unit," "Attached Single Family Home," or a "Single Family Home." Whenever the term Unit is used in this Declaration, it shall also mean Lot, as applicable.

"Water Management System (Primary)" shall mean and refer to those lakes, canals, green ways, and other facilities created, owned, and/or used by NPBCID for the drainage of surface waters within Abacoa, and as identified in the NPBCID Plan of Improvements for Units of Development 9A and 9B, and shown on or described in the South Florida Water Management District Conceptual Surface Water Management Permit, as amended from time to time.

"Water Management System (Secondary)" shall mean and refer to those Road curbs, catch basins, easements, pipes, and other facilities installed or constructed by the Developer for the use and ownership of the Association.

"Windsor Park" shall mean that planned development located in the County which encompasses the Property, and is presently intended to consist of approximately 374 Units and Association Property. Windsor Park will initially consist of the Property and may be expanded to include additional property or reduced by withdrawal of property, either or both by Subsequent Amendment to this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

1. Use of Property. Every Owner's use of the Property shall be in compliance with all laws, ordinances, regulations, and orders, including, without limitation, the following:

A. Development Order. All terms, conditions, and provisions of the Abacoa Development of Regional Impact ("DRI") Development Order adopted by the Town of Jupiter in Resolution 9-95 effective June 6, 1995, and as amended from time to time, but including no change which would modify the responsibilities of the Association hereunder, or which would modify the general plan of development after construction of the Units.

B. Mixed Use Development Model Ordinance. The Abacoa Mixed Use Development Model Ordinance passed by the Town of Jupiter as Ordinance #1-95 effective June 1, 1995, and as amended from time to time, but including no change which would modify the responsibilities of the Association hereunder, or which would modify the general plan of development after construction of the Units.

C. NPBCID Bonds. All terms and conditions of the NPBCID Water Control and Improvement Bonds for Unit of Development No. 9A, Series 1996A and Series 1996B dated August 1, 1996; and such other bonds as may be issued in connection with Units of Development 9, 9B, and 28.

D. Abacoa Declaration. All terms, conditions, covenants, conditions, and restrictions set forth in the Abacoa Declaration recorded April 10, 1997 in Official Record Book 9739 at Page 1629 of the public records of the County, and as amended by that certain Declaration of Annexation recorded in Official Record Book 16400 at Page 709 of the public records of the County and as amended from time to time.

2. Initial Property. The Property which is subject to the easements, covenants, conditions, and restrictions imposed by this Declaration is described in Exhibit "A."

3. Addition to and Withdrawal of Property. The Developer may subject additional property to this Declaration, including without limitation, residential property, Common Areas, Roads, and properties of all types, including undeveloped lands and platted subdivisions, and lots by recording in the public records of the County a Subsequent Amendment to this Declaration setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property. Despite the fact that Developer's submission of additional property to this Declaration may result in an overall increase in the Association Expenses, and a resulting increase in the Assessments payable by each Unit, or may result in an increase in the total number of votes or Members, the Developer shall not be required to obtain the joinder or consent of the Association, any Owner, any

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other Person (except for the approval, if required, by the Abacoa POA, the Abacoa Developer, and any governmental authorities), or any mortgagee of any Unit. Any property submitted to this Declaration by Subsequent Amendment, shall be included in the term "Property." Likewise, the Developer reserves the right to withdraw any portion of the Property from this Declaration, including, without limitation, any residential property, Roads, Common Areas or other areas that may have been submitted initially by this Declaration or by a Subsequent Amendment, and the Developer shall not be required to obtain the joinder or consent of the Association, any Owner, any other Person (except for the approval, if required, by the Abacoa POA, the Abacoa Developer, and any governmental authorities), or any mortgagee of any Unit. The Developer shall have such rights until the Transfer Date. The Developer's right to withdraw any portion of the Property shall not be applicable to any portion of the Property that has been conveyed to an Owner.

4. Right to Modify General Plan of Development. Developer reserves the right to modify the General Plan of Development, including, but not limited to, architectural appearance, dimensions, and site plan for Windsor Park. Developer's right to modify the General Plan of Development, including, but not limited to, architectural appearance, dimensions, and site plan for Windsor Park shall not require the consent of any other person or entity, except for approval by the Abacoa POA, the Abacoa Developer (if required pursuant to the Abacoa Declaration), and any governmental authorities.

### ARTICLE III

#### PROPERTY RIGHTS

1. Use of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her Single Family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

A. Right to Borrow Money. The right of the Association to borrow money for the purpose of improving the Common Area and, in connection therewith, to mortgage the Common Area.

B. Protect Against Foreclosure or Imminent Danger. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure or an imminent danger.

C. Suspension of Rights.

(i) The right of the Association to suspend the right and easement of enjoyment in and to the Common Area of any Owner for any period during which an Assessment remains unpaid by that Owner.

(ii) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of this Declaration, the Abacoa Declaration, any of the rules and regulations promulgated by the Association or the Abacoa POA, or any of the traffic regulations of the Association or the Abacoa POA.

D. Maintenance. The right of the Association to maintain the Common Area.

E. Rules and Regulations. Rules and regulations governing the use and enjoyment of the Common Area, as promulgated by the Association or the Abacoa POA.

F. Traffic Regulations. Traffic regulations governing the use and enjoyment of the alleys, as promulgated by the Association, the Abacoa POA and/or the Municipality, as applicable. Traffic regulations governing the use and enjoyment of the Roads shall be as promulgated by the Municipality, the Association and/or the Abacoa POA, as applicable.

G. Dedications. The right of the Association to dedicate or transfer all, or any part, of the Common Area to any governmental or quasi-governmental agency, authority, utility, water management or improvement district.

H. Plat Restrictions. Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

I. Declaration. All of the provisions of this Declaration, the Articles and By-Laws and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

J. Abacoa Declaration. All of the provisions of the Abacoa Declaration, and the Abacoa POA Articles and the Abacoa POA By-Laws and all exhibits thereto, and all rules and regulations adopted by the Abacoa POA, and the traffic regulations, as same may be amended from time to time.

K. Utility Easements. The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Area, and (where appropriate) the Lots for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone cables, security wires and street lights. Easements for such utility services are reserved by Developer for all buildings and improvements which have been or may be constructed on the Property and Developer may grant specific easements to utility companies and others as reasonably necessary. Utility facilities or equipment may be installed within such easements, including, but not limited to, pipes, lines, meters, transformers, pedestals, boxes, and similar above ground and underground facilities and equipment for water, irrigation, sewer, gas, telephone, electricity, cable television, or other information or communication services. The Developer makes no representations as to the location or size of such facilities or equipment.

L. Cable Television and Wireless Communication. The Abacoa POA reserves the right to lease portions of the Abacoa common property to a cable television company or a similar operation for the purpose of installation of a transmission tower. The Abacoa Developer or the Abacoa POA may grant easements over the Common Area and the Abacoa common property for cable television, cable radio, cellular telephone, or similar operations.

M. Bicycle Path. Notwithstanding the fact that parts of the bicycle/pedestrian path in Abacoa may be located within the Property, such paths are subject to an easement for use by all owners of property within Abacoa, their guests, licensees, and invitees.

N. Emergency Access. In case of any emergency originating in, or threatening the Property or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association or the Abacoa POA, or any other person authorized by the Association or the Abacoa POA, or the management agent under a management agreement, shall have the right to enter



the Property or such Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

2. Abacoa POA Rights. In the event of a permanent dissolution of the Association or in the event the Association fails to maintain the Common Area, the Abacoa POA may maintain the Common Area and may collect assessments against Members for the costs thereof, in accordance with the Abacoa Declaration.

3. Abacoa Developer Rights. The Owners' easements of enjoyment shall be subject to the rights reserved by the Abacoa Developer, its successors or assigns, or successors in title, for future development of Abacoa. As a material condition for ownership of a Unit, each Owner, by accepting a deed to a Unit, releases Abacoa Developer, its successors or assigns, or successors in title, from any claim for interference with his quiet enjoyment of his Unit or the Common Area, due to the development of Abacoa, whether or not the construction operations are performed on the Abacoa common property, the Common Area, or the Lots, and each Owner acknowledges and agrees that the Abacoa Developer shall have the sole right of design, construction, development and improvement of the Abacoa common property, and other property owned by the Abacoa Developer within Abacoa.

4. Developer Rights. The Developer reserves the right to amend this Declaration unilaterally prior to the Transfer Date, without prior notice and without the consent of any Person, provided such amendment is not unequivocally contrary to the General Plan of Development, and further provided Developer obtains the prior written consent to such amendment, if any, required from the Abacoa POA, Abacoa Developer, and governmental agencies.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

1. Membership. The Owner of the fee simple title of record of each Unit shall be a mandatory member of the Association, and the Abacoa POA. Membership shall continue until the Member transfers or conveys its interest of record or the interest is transferred by operation of law, at which time the membership shall automatically be conferred upon the transferee. Each Owner shall have also an interest in the Abacoa POA by and through the Association.

2. Association. As a member of the Association, the Owner shall be governed by the Articles and the By-Laws; and shall be entitled to one (1) vote for each Unit owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the secretary of the Association. Provided, however, the Developer shall retain the right to appoint all of the directors to the Board of Directors of the Association until the Transfer Date.

3. Abacoa POA. Each Owner shall have an interest in the Abacoa POA upon acceptance of a deed to his Unit. The rights, privileges, and obligations of membership are more fully described in the Abacoa POA Articles and Abacoa POA By-Laws.

#### ARTICLE V

##### USE OF PROPERTY

1. Single Family Residence. Except as otherwise set forth herein, the Units shall be used as

single family residences. Nothing herein shall be deemed to prevent an Owner from leasing a Unit to a Single Family, subject to the terms, conditions, and covenants contained in this Declaration.

2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association.

A. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Unit.

B. Business Use.

i. The Units shall be used for Single Family purposes. However, nothing herein shall be deemed to prevent an Owner from leasing a Unit to a Single Family, subject to all of the terms, conditions and covenants contained in this Declaration.

ii. Developer intends for "Attached Single Family Homes" to be NCL Units; provided, however, Developer may specifically designate any Units as "Neighborhood Commercial, Limited" ("NCL Units") in accordance with the Municipality's Mixed Use Development Model Ordinance, as amended. The commercial uses permitted to occur in the NCL Units, and those uses which may be permitted as a special exception in the NCL Units, are any permitted commercial uses allowed by the Municipality. Provided, however, that no realty sales office will be located in any Unit in Windsor Park, including, without limitation, the NCL Units, excepting Abacoa Realty, Inc., its successors or assigns. The first floor living area of the NCL Units shall be used in a limited commercial capacity in accordance with the ordinances and regulations of the Municipality, and are not intended to be used in a residential capacity. No other portion or floor of the NCL Units, or their respective lot area may be used in a commercial capacity.

iii. However, all Units may be used for "limited home business uses". The term, "limited home business uses", means such uses as are not apparent or detectable by sight, sound, or smell from outside the Unit. Limited home business uses: (a) do not involve regular visits of customers or clients to the Unit or door-to-door solicitation of residents of the Properties; (b) are consistent with the residential character of the Properties; and (c) do not violate these Use Restrictions. Examples of "limited home business uses" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board, in its sole and absolute discretion, may restrict any limited home business uses that it determines interfere with the enjoyment or residential purpose of the Properties.

iv. Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of prohibited business uses, so long as the Owner or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any twelve (12) month period.

vi. Nothing contained herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to accomplish the General Plan of Development, including the construction and operation of a sales model and office by the Developer until all of the Units have been sold.

vii. Except as provided herein, the Units shall not be used in any trade, business, professional or commercial capacity.

C. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole. No illegal, noxious, or offensive activity shall be carried on in any Unit, which would tend to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

D. Maintenance of Units. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an Owner fails to maintain his Unit as required, for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Windsor Park; provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, may be charged to the Owner and, as charged, shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

E. Easements. Except as constructed by the Developer or substantially similar replacements thereof, no Unit or material improvement to a Unit shall be built or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

F. Laundry. No portion of the Lot shall be used for the drying or hanging of laundry, unless such laundry is screened from public view, so that the laundry is not visible from any Road, or from adjoining Lots. This provision is not intended to prohibit the drying or hanging of laundry on a Lot.

G. Vehicles. Vehicles shall be parked only in the garages or in the driveways serving the Units or Lots or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable rules and restrictions adopted by the Board. For the purposes of this Section, a "Truck" shall be defined as a vehicle with a bed behind the passenger cab, regardless of whether the bed is enclosed and shall not include any vehicle commonly known as an SUV. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles (i.e., any vehicle which has any exterior lettering or logo, or has visible tools or equipment), recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, boat trailers, Trucks rated more than one-half ton capacity (i.e., larger than a Ford F150 or GMC 1500), motor homes, buses, non-passenger vans (i.e., any van which does not have permanent installed seating for four or more passengers and does not have windows completely circling the exterior or is in excess of seventeen (17) feet in length), or any vehicles over eighty (80) inches in height shall be parked entirely within the garage of the Unit and shall not be parked on any part of Windsor Park, on any driveway serving any Lot or Unit, or on any designated parking space within Windsor Park except: (1) commercial vehicles, vans, or Trucks delivering goods or furnishing services temporarily during daylight hours and (2) upon such portions of Windsor Park as the Board may, in its discretion, allow. The Association shall have the right to authorize the towing away of

any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. No Owner shall keep any vehicle on any Lot, except fully enclosed within his or her garage, which is deemed to be a nuisance by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. No maintenance to vehicles shall be performed on any part of Windsor Park or on any part of the Unit or Lot except within the garage. Note: The provisions of the above Section G shall be subject to any applicable Municipal ordinances.

H. Parking and Garages. Except as above noted, vehicles shall be parked only in the garages or in the driveways serving the Units, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such Roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board and/or the Municipality, as applicable. Reasonable rules and regulations of the Board shall not include any prohibition against parking on Roads except as set forth in Paragraph G above, and no rule or regulation shall restrict parking on any public streets within the Properties that is more restrictive than the codes and ordinances of the Municipality. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, water craft, motorcycles, trucks and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

I. Animals and Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull or pit bull mix) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association and the Abacoa POA, and hold them harmless against any loss or liability resulting from his or her, his or her Single Family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

J. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner; and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Developer, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable municipal subdivision and zoning regulations.

K. Antennas. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of Windsor Park or upon any improvements thereon, unless expressly approved in writing by the Committee, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, RM:5964751:7

Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with Windsor Park and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but is not obligated, submit plans and specifications for same to the Association to ensure compliance with the Association's rules, if any, governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Section 17 shall not apply to Developer.

L. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

M. Windows and Front Porches. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a front porch are outdoor furniture, overhead fans, and potted plants. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.

N. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Developer shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to approval by the ACC, which shall not be unreasonably withheld.

O. Hurricane Season. Each Owner who intends to be absent from his Unit during the hurricane season (May 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

i. Removing all furniture, potted plants, and other movable objects from his yard, patio, and deck; and

ii. Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters, other than shutters installed by the Developer, be permanently installed, without the consent of the ACC.

iii. If approved by the ACC, temporary or permanent exterior shutters may only be closed during a Storm Event. A "Storm Event" is defined as when a hurricane or tropical Storm Watch is issued by the appropriate authorities.

P. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between the day after Thanksgiving and January 10 only, all exterior lights must be approved by the ACC.

Q. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. The display of one (1) United States flag shall be permitted, subject however, to the reasonable standards of the Association with respect to size, placement, and safety.

R. Irrigation. The Developer shall install a sprinkler system on each Lot. Except for sprinkler or irrigation systems installed by the Developer, no sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval from the ACC has been obtained.

S. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of structured and channeled flow of surface water only. No obstructions or debris shall be placed in these areas. No Person, other than the Developer, the Abacoa POA, the NPBCID, or the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer, the Abacoa POA, and the Abacoa Developer hereby reserve a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Property.

T. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

U. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

V. Lakes and Water Bodies. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, boating, swimming, playing, or use of personal flotation devices, shall be permitted. Developer, the Association, the Abacoa POA, the Abacoa Developer, the NPBCID or the County shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties, if any.

Water levels in the lakes, ponds and streams, if any, within and adjacent to the Property may rise and fall significantly due to, among other things, certain causes including, without limitation, rain, sun, and fluctuations in ground water elevations within the surrounding areas. Accordingly, Developer has no control over such water levels and/or ground water elevations. Each Owner, by acceptance of a deed or title to a Lot, hereby releases Developer, the Association, the Abacoa POA, the Abacoa Developer, the NPBCID and the County from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, Legal

Fees), related to, arising out of and/or resulting from water levels in the lakes, ponds and streams regardless of the cause thereof.

DEVELOPER, THE ASSOCIATION, THE ABACOA POA, OR THE ABACOA DEVELOPER SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE LAKES, PONDS AND STREAMS AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY. ANY INDIVIDUAL USING THE LAKES, PONDS AND STREAMS AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY FOR ANY PURPOSE SHALL DO SO AT HIS OR HER OWN RISK AND EACH OWNER, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, HEREBY HOLDS DEVELOPER, THE ASSOCIATION, THE ABACOA POA, AND THE ABACOA DEVELOPER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING OR RESULTING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF A DEED OR TITLE TO A LOT, ACKNOWLEDGES THAT THE LAKES, PONDS AND STREAMS MAY BE OR ARE EXTREMELY DEEP AND DANGEROUS AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. NEITHER DEVELOPER, THE ASSOCIATION, THE ABACOA POA, NOR THE ABACOA DEVELOPER NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, RESPECTIVE EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, STREAM OR OTHER WATER BODY WITHIN OR AROUND WINDSOR PARK, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE FOREGOING LISTED PARTIES SHALL BE LIABLE FOR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF LAKES, PONDS, STREAMS OR ANY OTHER WATER BODY WITHIN OR AROUND WINDSOR PARK. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF WINDSOR PARK SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED OR TITLE TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE SAFETY, QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN OR NEARBY WINDSOR PARK AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

W. Recreational Facilities. All recreational facilities and playgrounds furnished by the Abacoa POA or the Association, if any, or erected within the Properties, if any, shall be used at the risk of the user, and neither the Association nor the Abacoa POA shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

X. Rules and Regulations. The Owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The Board shall give an Owner in violation of the Rules and Regulations of the Association, written notice of the violation by U.S. Certified Mail, return  
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receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or for his Single Family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

Y. Abacoa POA Rules and Regulations. The Owners shall abide by each and every rule and regulation promulgated from time to time by the Abacoa POA. Should the Abacoa POA be required to seek enforcement of any provision of this Declaration, the Abacoa Declaration, or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or for his Single Family, guests, invitees, or lessees) shall be liable to the Abacoa POA for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

## ARTICLE VI

### COMMON AREAS

1. Title to Common Area. The Developer shall not be required to convey title to the Common Area or any portion thereof to the Association until the Transfer Date. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, (excepting only such portions of the Common Areas which may be subject to express easements which may provide for the maintenance of such portions of the Common Areas to be provided by the easement grantee), and for the payment of all real estate taxes and other assessments which are liens against the Common Area, from and after the recording of this Declaration. On or before the Transfer Date, the Developer shall convey the Common Area to the Association by quitclaim deed. The Developer shall not be required to provide any title insurance or other related title documents to the Association in connection with the conveyance of the Common Areas.

2. Annexation of Additional Property. The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property as it may deem beneficial to the Members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of a Subsequent Amendment recorded in the public records of the County.

3. Rules and Regulations Governing Use of Common Areas. The Board shall promulgate rules and regulations governing the use of the Common Areas. Such rules and regulations, and all provisions, restrictions, and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration and in the Abacoa Declaration may be enforced by legal or equitable action as provided herein or therein.

4. Traffic Regulation. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate other traffic regulations. The Board may also promulgate rules and procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations and against Owners whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines shall be collected in the same manner as an individual assessment in accordance with the Declaration from the Owner who violates the traffic regulations, or from the Owner whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Board. Traffic regulations may be subject to Municipal approval. Fines may not become liens against Units unless so authorized by Florida law.



5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6. Non-exclusive. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Unit, acknowledges and agrees that the Common Areas are non-exclusive to any Owner and are open and available to all Owners.

## ARTICLE VII

### EASEMENTS

1. Easements for all Owners. The Developer hereby grants a perpetual non-exclusive easement to the Association and to the Owners, their families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, rights-of-way and other Common Areas. The Developer hereby grants an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the General Plan of Development for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

2. Easements for Townhouse Unit Owners. The Developer hereby grants a perpetual easement to all Townhouse Unit Owners for driveway and vehicular access across driveways located on the Common Areas where such Townhouse Units may be accessed from an alley. The Developer also grants a perpetual easement over the Common Area to all Townhouse Unit Owners for any air conditioning pads and air conditioning equipment located thereon located adjacent to the end Units of any Townhouse Unit building. Any utility or service provider requiring access to such air conditioning pads or equipment shall likewise have the right of ingress and egress over such portions of the Common Area as may be needed to service, repair, or replace such air conditioning equipment.

3. Easements for Utilities.

A. Common Areas. The Developer hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the Common Areas, provided, however, that any such installation or maintenance shall not diminish any pre-existing uses, and further providing such company restores any disturbed area substantially to the condition existing prior to their activity. No utility service line or system may be installed or relocated within the Common Areas without the consent of the Association.

B. Townhouse Units. The Developer hereby also grants a perpetual utility easement on the exterior walls of end Units of Townhouse Unit buildings, and under the Townhouse Units for the use and benefit of the Townhouse Unit Owners owning Units within such Townhouse Unit building. It is expressly understood that the construction of Townhouse Units shall occur over the underground easements. These easements are for ingress, egress, installation, replacement, repair and maintenance of

utility meters and lines for electricity, air conditioning refrigerant, telephone, cable TV and other telecommunication services. It shall be expressly permissible for the Developer or the providing utility or service company to inspect, monitor, read meters, and install and maintain facilities and equipment on the end Units of Townhouse Unit buildings and under Townhouse Units, and to insert and maintain wires and lines within conduits under such Townhouse Units, providing such utility company restores any disturbed area substantially to the condition existing prior to their activity. Unless maintenance, repairs, or replacement of underground utility lines are required, and such service cannot be accomplished from the exterior of the Townhouse Unit building by removing such lines from their respective conduits, then it shall be permissible for such utility or service provider to excavate such lines and to perform any necessary maintenance, repairs or replacements, providing, thereafter, such company restores any disturbed area substantially to the condition existing prior to its activity. The Owner of the Townhouse Unit floor surface shall have complete surface rights unless such maintenance, repairs, or replacements from the surface of the Townhouse Unit floor are necessary.

4. Easements for Drainage Facilities. Easements for the installation and maintenance of drainage facilities are granted to the Association, and the Developer as shown on any plat of the Property. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Developer. The Association and the Abacoa POA shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

5. Easements for Encroachments. The Developer hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Unit, or in the event that any Unit now or hereafter encroaches upon the Common Area or any other Lot, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System (Primary), without the written consent of the NPBCID and the South Florida Water Management District.

6. Easements to the Abacoa POA. The officers, agents, employees, and independent contractors of the Abacoa POA shall have a nonexclusive easement to enter upon any portion of the Common Areas for the purpose of performing or satisfying the duties and obligations of the Abacoa POA, as set forth in the Abacoa Declaration, the Abacoa POA Articles and Abacoa POA By-Laws.

7. Easements to Institutional Mortgagees. Easements are hereby granted to all Institutional Mortgagees holding mortgages upon any portion of the Property for the purpose of access to the property subject to its mortgage.

8. Easements to the Abacoa Developer. Easements are hereby reserved throughout the Common Areas, including without limitation, the Roads located on the Common Area and the easements shown on any plat of the Property, by Developer, for the reasonable use of the Abacoa Developer, and the reasonable use of its agents, employees, licensees and invitees, for all purposes.

## ARTICLE VIII

### MAINTENANCE

#### 1. Association's Responsibility.

A. Common Areas. The Association shall maintain and keep in good repair the Common Areas as described in this Declaration. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; all roads and alleys within the Common Areas, which are not publicly dedicated and maintained; all road and identification signage; drainage easements and other easements; drainage facilities and water control structures; sidewalks located within rights-of-ways; sod, landscaping (including, without limitation, any lawns and the removal and replacement of dead trees) and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area. The cost to the Association of maintaining the Common Areas shall be assessed equally among the Owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

B. Lot Maintenance and Public Property. The Association may maintain property which it does not own, including, without limitation, the lawn, landscaping materials, and irrigation system installed by the Developer on each Lot, and property dedicated to the public, including but not limited to the following improvements within public road rights of way, bridge structures, culvert systems, pedestrian railings, barrier railings, decorative columns, monument signs, specialty or decorative signage, paver brick systems, landscaping and irrigation facilities. Maintenance of the landscaping materials on the Lots by the Association shall not include the replacement of landscaping within each Lot, provided, however, the Board may decide in its sole discretion to replace landscaping on a Lot without creating an obligation on the Association to replace landscaping on any other Lot. The cost to the Association of maintaining the Lots, and any property dedicated to the public shall be assessed among the Owners, as part of the Association Expenses pursuant to the provisions of this Declaration. The maintenance of property dedicated to the public shall only be undertaken in the event that the Board determines that such public property maintenance is necessary or desirable. This provision is not intended to make the Association the insurer of any Lot.

C. Irrigation Quality ("I.Q.") Water Facilities. The Association shall be responsible in perpetuity for the I.Q. water payment and the operation, maintenance, repair, and replacement of the I.Q. facilities owned by the Association and located with the Common Area, as well as those I.Q. water facilities located on the Lots, in accordance with the standards, rules, and regulations of all competent regulatory agencies, including, without limitation, the Loxahatchee River Environmental Control District ("Loxahatchee River District"). The Association shall have access to all Lots for the operation, maintenance, repair and replacement of I.Q. water facilities. The Association shall provide written notice to the Loxahatchee River District prior to the removal or major alteration of I.Q. water facilities located in the Common Areas or any Lot.

2. Owner's Responsibility. All maintenance activities not specifically undertaken by the Association as described above shall be the responsibility of each Owner who shall maintain his or her own Unit, and the structures, driveway, sidewalks, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard, and all applicable covenants.

A. Townhouse Unit Owner's Maintenance Responsibility.

i. Maintenance of the Exterior of the Townhouse Unit. Subject to the maintenance duties of the Association, each Townhouse Unit Owner shall maintain his or her own Townhouse Unit, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Notwithstanding the foregoing, the Association shall be responsible for normal and routine pressure cleaning and (where applicable) painting of the boundary walls, fences, and Shared Roofing (defined below) of a Unit. The Board shall determine the need for such cleaning and painting from time to time. All costs reasonably related to said cleaning and painting shall be borne by the Association as an Association Expense.

ii. Party Walls. The Units comprising each Townhouse Unit building are residential Townhouse Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The center line of a party wall is the common boundary of the adjoining Unit. The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein. Each adjoining owner of a party wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said party wall.

iii. Party Fences. Those walls, structures, or fences, which may be constructed between two adjoining Townhouse Units and are to be shared by the Owners of said adjoining Townhouse Units are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Townhouse Units bordering the fences. Each Townhouse Unit Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Townhouse Unit or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Unit. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Townhouse Unit Owners, the Owners of the adjacent Townhouse Units shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Townhouse Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Townhouse Unit Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Townhouse Unit Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Townhouse Unit Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike

manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

iv. Shared Roofing. The entire roof of the Townhouse Unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "shared roofing". The shared roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the shared roofing shall share the cost of reasonable repair and maintenance of such shared roofing equally. If any portion of the shared roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the shared roofing may restore it. If other Owners also have use of the shared roofing, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

v. Damage. If a Townhouse Unit is damaged solely by the negligent or willful misconduct of a Townhouse Unit Owner, any expense to repair or reconstruct the Unit shall be borne solely by such wrongdoer. If a Townhouse Unit is damaged through an act of God or suffers some other casualty loss, the affected Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Townhouse Unit building, subject to the procedures of the ACC set forth herein. If the Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Unit(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. If the Members are specially assessed in accordance herewith, the Association shall have the right to lien the repaired or reconstructed Townhouse Unit for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction, including without limitation all repair or reconstruction costs, interest, costs, professional fees. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Default Assessments.

vi. Modifications. No Townhouse Unit Owner shall paint, refurbish or modify the exterior surfaces of his Unit without the prior written consent of the ACC. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Units by the Association and as an Association Expense, a Townhouse Unit Owner may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the ACC.

vii. Failure to Maintain. In the event an Owner shall fail to maintain correct Lot drainage and to maintain the premises and the improvements thereon, as provided herein, the Association or the Abacoa POA, after reasonable notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior of the Unit and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment against such Unit; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

viii. Homeowner's Insurance. Each Owner of a Townhouse Unit shall maintain physical damage insurance for his or her Townhouse Unit in an amount equal to the replacement value of the Unit. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Default Assessment against such Unit. The Association shall maintain physical damage insurance for the Townhouse Units in an amount equal to the replacement value of such Unit. The costs of such insurance will be an Association Expense.

B. Detached Single Family Home Owner's Maintenance Responsibility.

i. Each Owner of a detached Single Family Home shall maintain the exterior of his Single Family Home, including the walls and fences, where applicable, in good condition and repair and the normal and routine painting of the exterior walls. The Board shall determine the need for painting from time to time.

ii. Modifications. No Owner of a detached Single Family Home shall repaint, refinish or otherwise modify the exterior surfaces of the Single Family Home without the prior written consent of the ACC.

iii. Failure to Maintain. In the event an Owner of any detached Single Family Home shall fail to maintain the premises and the improvements thereon, as provided herein and in accordance with the Community-Wide Standard, the Association, after notice to the Owner, shall have the right to enter upon any lot to correct drainage and to repair, maintain and restore the exterior of the detached Single Family Home and any other improvements erected on the Lot. All costs related to such correction, repair or restoration shall become a Default Assessment against such Lot.

iv. Homeowner's Insurance. Each Owner of a detached Single Family Home shall maintain physical damage insurance for his or her Single Family Home in an amount equal to the replacement value of the Single Family Home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Default Assessment against such Single Family Home.

C. Attached Single Family Home Owner's Maintenance Responsibility.

i. Maintenance of the Exterior of the Attached Single Family Home. Subject to the maintenance duties of the Association, each Owner of an Attached Single Family Home shall maintain his or her own Unit, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Notwithstanding the foregoing, the Association shall be responsible for normal and routine pressure cleaning and (where applicable) painting of the boundary walls, fences, and Shared Roofing (defined below) of a Unit. The Board shall determine the need for such cleaning and painting from time to time. All costs reasonably related to said cleaning and painting shall be borne by the Association as an Association Expense.

ii. Party Walls. The Units comprising each Attached Single Family Home building are residential Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The center line of a party wall is the common boundary of the adjoining Unit. The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein. Each adjoining owner of a party wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and

does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said party wall.

iii. Party Fences. Those walls, structures, or fences, which may be constructed between two Attached Single Family Homes and are to be shared by the Owners of said attached Units are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Units bordering the fences. Each such Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Unit or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Unit. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owners, the Owners of the attached Units shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If such Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the attached Unit Lot shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

iv. Shared Roofing. The entire roof of the Attached Single Family Home building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "shared roofing". The shared roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owners who make use of the shared roofing shall share the cost of reasonable repair and maintenance of such shared roofing equally. If any portion of the shared roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the shared roofing may restore it. If the other Owner also has use of the shared roofing, he shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

v. Damage. If an Attached Single Family Home is damaged solely by the negligent or willful misconduct of one of its Owners, any expense to repair or reconstruct the Unit shall be borne solely by such wrongdoer. If a Unit is damaged through an act of God or suffers some other casualty loss, the affected Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Unit building, subject to the procedures of the ACC set forth herein. If the Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Unit(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. If the Members are specially assessed in accordance herewith, the Association shall have the right to lien the repaired or reconstructed Unit for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction, including without limitation all repair or reconstruction costs, interest, costs, professional fees. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Default Assessments.

vi. Modifications. No Attached Single Family Home Owner shall paint, refurbish or modify the exterior surfaces of his Unit without the prior written consent of the ACC. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Units by the Association and as an Association Expense, an Owner may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the ACC.

vii. Failure to Maintain. In the event an Owner shall fail to maintain correct Lot drainage and to maintain the premises and the improvements thereon, as provided herein, the Association or the Abacoa POA, after reasonable notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior of the Unit and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment against such Unit; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

viii. Rear Yard Entry. Certain models of the Attached Single Family Homes have rear yard/patio entry gates and walkways. The detached garages of these Units are separated from the garages of adjacent Attached Single Family Homes by a party wall on one side and a shared rear yard/patio walkway on the other side. The center line of the shared walkway is the common boundary between the Attached Single Family Homes, and both such Attached Single Family Homes shall have the right and privilege to mutually use and enjoy the shared entry area and walkway. The duty to maintain such a shared entry area and walkway shall be equally borne by the Attached Single Family Homes whose common boundary lies in the center of the shared entry area and walkway.

ix. Homeowner's Insurance. Each Owner of an Attached Single Family Home shall maintain physical damage insurance for his or her Attached Single Family Home in an amount equal to the replacement value of the home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Default Assessment against such Unit. The Association shall maintain physical damage insurance for the Attached Single Family Homes in an amount equal to the replacement value of such Unit. The costs of such insurance will be an Association Expense.



## ARTICLE IX

### ASSESSMENTS

1. Creation of Lien and Personal Obligation for Assessments. Developer, for each Lot owned within the Property, hereby covenants, and each Owner of a Lot, by accepting a deed for the Lot, as the case may be, is deemed to covenant to pay to the Association: (A) Assessments to fund Association Expenses for the benefit of all Members of the Association; (B) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (C) Default Assessments which may be assessed against an Incomplete Lot or Completed Lot pursuant hereto for the Owner's failure to perform an obligation under the Homeowners Documents or because the Association has incurred an expense on behalf of the Owner under the Homeowners Documents.

All Assessments, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses (inclusive of Legal Fees), will be a charge on the Lot, and will be a continuing lien upon the Lot against which each such Assessment is made until paid.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses (inclusive of Legal Fees), will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment falls due, and two or more Owners of a Lot will be jointly and severally liable for such obligations. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

The operating expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Developer may not have as yet conveyed title to the Association Property to the Association.

2. Annual Assessments for Association Expenses.

A. Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Association Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Lot for the following year to be delivered to, or to be made available to, each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws.

Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Association operating expenses, which shall be the Annual Assessment as to each Lot. The Annual Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the operating expenses on a twenty to one ratio (20:1) compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the operating expenses on a ratio of twenty to one (20:1). Therefore, the total anticipated operating expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the Annual Assessment for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Annual Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be

adjusted quarterly, as needed, as hereinafter set forth. At such time as Developer has conveyed all of the Units on all of the Lots, each Lot shall be a Completed Lot and the Annual Assessment shall be equal for each Lot. Notwithstanding anything in the Homeowners Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an operating expense which is properly the subject of Special Assessment and not the subject of an Annual Assessment, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Homeowners Documents or the enforcement of the use and occupancy restrictions contained in the Homeowners Documents.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget shall include, without limitation, the following listed line items:

i. Maintenance, Repair and Replacement. All expenses necessary to meet the Association's responsibility to maintain the Units, lawns, landscaping and irrigation systems located on the Lots, and to maintain the Common Areas in accordance with the requirements of this Declaration.

ii. Abacoa POA. The Association, on behalf of all Units subject to assessment hereunder, shall pay assessments to the Abacoa POA as provided in the Abacoa Declaration, and in the Abacoa POA Articles and the Abacoa POA By-Laws. The Abacoa POA assessments shall be paid by the Owners to the Association, which shall thereafter remit such assessments to the Abacoa POA. The duty of the Association to pay the Abacoa POA assessment on behalf of all Units shall not be deferred or relieved by any non-payment of Association assessments by any Owner.

iii. Utility Charges. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges, if any, for water, gas, electricity, telephone, irrigation quality water, sewer and any other type of utility or service charge.

iv. Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Owners at any meeting thereof, shall determine to be in the best interest of the Association. Nothing contained herein is intended to require that the Association insure any Unit or Lot from any liability or casualty risk unless otherwise provided herein.

v. Insurance Trustee. If required or appropriate, all expenses necessary to retain and continue to retain a lending institution in the County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

vi. Taxes. All taxes levied or assessed upon the Common Areas, if any, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

vii. Miscellaneous Expenses. The costs of administration for the Association, including any secretaries, accounting service, bookkeepers, or employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Unit (inclusive of Legal Fees). Bulk rate charges for cable television may be assessed as Association Expenses, if the Association becomes a party to a single billing service for cable television services provided to all of the Owners. In a bulk rate agreement, the gross amount billed to the Association by the cable television provider will remain fixed for a period of time, and the sum assessed to an Owner may vary depending on the number of Owners receiving cable television services. An Owner who is sensory-impaired (i.e., hearing impaired or legally blind) and is the sole occupant of a Unit, may opt to not receive cable television service, and the cost of cable television service to the Association shall decrease on a pro-rata basis. The Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

viii. Indemnification. The costs to the Association to indemnify and save harmless Developer, the Abacoa POA, and the Abacoa Developer from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim (inclusive of Legal Fees), the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Developer, the Abacoa POA, and the Abacoa Developer may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions, contained in this Declaration or the Abacoa Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association Expenses.

Included also is the cost to the Association to indemnify its Board, committee members, and officers for all costs and expenses (inclusive of Legal Fees) whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay the Association Expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association Expense shall be reallocated amongst the Owners and not the Institutional Mortgagees.

B. Apportionment of Assessments for Association Expenses. Each Owner will be responsible for Owner's share of the Association Expenses, which will be divided equally among the Lots submitted to this Declaration from time to time. Accordingly, at any given time, an Owner's share of Association Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots then platted and submitted to the Declaration.

Notwithstanding the above, any Association Expenses or portion thereof benefitting fewer than all of the Lots will be assessed exclusively against the Lots benefitted.

C. Collection. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable not less frequently than quarter-annually in advance on the first day of January, April, July, and October. The omission or failure of the Association to fix the Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same.

The Association will have the right, but not the obligation, to make pro rata refunds of any Assessments for Association Expenses in excess of the actual expenses incurred in any fiscal year.

The Board may adjust the budget from time to time to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

D. Date of Commencement of Assessments. The annual Assessments provided for herein shall commence as to each Unit at the time that the title to such Unit is transferred from the Developer to a third party purchaser, who upon receipt of title becomes a Member of the Association. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on a Unit.

E. Working Fund Contribution. Each Owner who purchases a Unit shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall be equal to two (2) month's share of Assessments pursuant to the initial Budget of the Association (which shall be prepared as if all Lots are Completed Lots and may be different from the Budget of the Association in effect at the time of the Unit's closing). The purpose of the Working Fund Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Assessments and shall have no effect on future Assessments, nor are they required to be held in reserve. Working Fund Contributions may be used to offset Association Expenses. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Association Expenses and other expenses, Developer may from time to time advance to the Association the Working Fund Contribution applicable to any Unit prior to the time legal title to such Unit is conveyed to the Owner(s) thereof. In the event Developer advances the Working Fund Contribution applicable to any Unit, then, at the time legal title to such Unit is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this section shall be paid directly to Developer in reimbursement of the advance, instead of to the Association. Working Fund Contributions (whether paid by Owner or advanced by Developer) may also be used to offset Association Expenses.

F. Capitalization of the Abacoa POA. Upon acquisition of record title to a Lot from the Developer, or any seller after Developer, each Owner shall contribute to the capital of the Abacoa POA in an amount as shall be determined by the Abacoa POA Board of Directors from time to time.

3. Special Assessments.

A. Determination by Board. The Board may levy in any fiscal year one or more

Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; the cost of replacing any landscaping materials severely damaged or destroyed by any casualty; or, after adopting an annual budget to make up any shortfall in the current year's budget. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Annual Assessment described above.

B. Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth for Annual Assessments for Association Expenses.

C. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least 30 days prior to the due date.

4. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Association Expense Assessments and Special Assessments) levied against an Owner pursuant to the Homeowners Documents, or any expense of the Association, or the Abacoa POA, which is the obligation of an Owner or which is incurred by the Association, or the Abacoa POA, on behalf of the Owner pursuant to the Homeowners Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association, or the Abacoa POA, as a result of the failure of an Owner to abide by the Homeowners Documents, or to remedy or abate any emergency, constitutes a Default Assessment, enforceable as provided in this Declaration.

5. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

6. No Waiver. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

7. Developer Obligation. During the period of time that Developer is offering Lots for sale in Windsor Park and/or based on the number of Units owned by Owners other than Developer, Developer may seek to keep Assessments lower than they'd otherwise be by subsidizing the budget of the Association by making voluntary contributions in amounts determined by Developer. The amount of any such voluntary contribution may vary from time to time or may be discontinued and recommenced by Developer from time to time. The determination to subsidize the budget of the Association, the amount of

any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Developer in Developer's sole discretion and in no event shall Developer have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Developer is making any voluntary contributions to subsidize the budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Association Expenses of the Association.

8. Subsidy Contracts. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Developer or other entities for the payment of some portion of the Association Expenses.

9. Subordination of the Lien to Institutional Mortgagees. The lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an institutional mortgage upon any Unit as provided in this Declaration. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of an institutional mortgage or as a result of a deed in lieu of foreclosure shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Where the Institutional Mortgagee holding a first mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the Association Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Association Expenses or Assessments shall be deemed to be Association Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Assessments and Special Assessments:

- A. All Common Areas; and
- B. All property dedicated to and accepted by the Abacoa POA, the Municipality, NPBCID, any governmental authority, or public utility.

## ARTICLE X

### ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. Lien for Assessments. All Assessments, together with interest (at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs), costs, and reasonable attorney's fees (inclusive of Legal Fees), shall be a charge on the land and shall be a continuing lien upon the Incomplete Lot and Completed Lot against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Incomplete Lot Owner and Completed Lot Owner of such Incomplete Lot and Completed Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Institutional Mortgagee who obtains title to an Incomplete Lot and Completed Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment.

RM:5964751:7

2. Effective Date of Lien. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any institutional mortgage. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

3. Remedies. In the event any Owner shall fail to pay his or her Assessments within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. Late Charge. To impose a late charge not in excess of \$25.00.

B. Acceleration of Assessments. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

C. Attorneys Fees and Costs. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses (inclusive of Legal Fees) which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

D. Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

E. Action at Law. To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

F. Collection of Rent. To collect any monetary obligation, including delinquent Assessments, due for the Unit from the rents paid by any tenant occupying the Unit if the Owner has leased the Unit. In such case, upon written notice from the Association to the tenant that the Owner is delinquent in the payment of the Owner's monetary obligations to the Association, the tenant shall remit the rent due under the lease to the Association so that the Association may deduct therefrom such delinquent Assessments and other amounts due the Association, and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

4. Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c)

each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment, including the amount of the Assessment payable to the Abacoa POA, that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

## ARTICLE XI

### INSURANCE

1. Common Area and Building Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements, personal property and supplies, if any, from physical damage and liability losses, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost. Insurable improvements in the Common Areas, without limitation, the Recreational Facilities, boundary walls or fences, Roads dedicated or conveyed include to the Association, and lighting fixtures.

A. Casualty Insurance Exclusions. The coverages for physical damage losses will EXCLUDE the following:

i. Land, foundations, excavations or other items that are usually excluded from insurance coverage; and

ii. Floor, wall, and ceiling coverings.

B. Property Insurance Inclusions. The coverage for physical damage losses will INCLUDE, where applicable, the following:

i. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

ii. All other perils customarily covered for similar types of projects, including those covered by the standard special form endorsement;

iii. Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

iv. Demolition Cost Endorsements, Building Ordinance Endorsement, and Increased Cost of Construction Endorsement;

v. Boiler and Machinery Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location; and

vi. A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and assigns.

Prior to obtaining any policy of physical damage insurance or any renewal thereof, and at such intervals as the Board of Directors may deem advisable, the Board will obtain an appraisal from a general



contractor or such other source as the Board may determine of the then current replacement cost of the Common Areas subject to insurance carried by the Association, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Article.

C. Policy Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

i. Subrogation against the Association and against the Owners, individually and as a group;

ii. The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

iii. Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

D. Other Provisions. In addition, the policy shall provide that:

i. Any Insurance Trust Agreement will be recognized;

ii. The policy shall be primary, even if an Owner has other insurance that covers the same loss; and

iii. The named insured shall be the Association for the use and benefit of the Owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each Owner and each Owner's mortgagee.

2. Unit Insurance. Each Owner shall maintain a policy or policies to insure his or her Unit from all physical damage and liability losses. If a Unit is damaged by a casualty, the affected Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Unit. The Board of Directors shall establish periodically the minimum physical damage and liability insurance coverage and endorsements to be maintained by each Owner. Upon the request of the Association, each Owner will provide a certificate of insurance coverage to the Association to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board of Directors.

3. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances, Common Area improvements which are damaged by a casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board of Directors shall make the determination to repair or reconstruct. The adjoining owners shall be bound by this determination. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Association Expenses.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the General Plan of Development is maintained by requiring damaged Units to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in

accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the ACC. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Common Areas or buildings comprising Units for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as an Association Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Units shall be assessed to such Owner.

4. General Liability Coverage. The Board of Directors shall obtain and maintain comprehensive general liability (including, without limitation, libel, slander, false arrest and invasion of privacy coverage and errors and omissions coverage for directors) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, each Owner, and the Developer (prior to the Transition Date) against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership or use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) cross liability endorsement under which the rights of a named insured under the policy shall be insured; (ii) hired and non-owned vehicle coverage (iii) host liquor liability coverage with respect to events sponsored by the Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Association; and (v) severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits of coverage at least once each three (3) years, but in no event shall such insurance be less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

5. Workmen's Compensation Coverage. The Association shall obtain Workmen's Compensation Insurance as may be required by law.

6. Fidelity Bond Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

7. Excess Coverage. The Board of Directors may obtain such excess liability or umbrella coverage as they deem appropriate from time to time.

8. Other Coverage. The Board of Directors may obtain such other insurance as they deem appropriate from time to time.

9. Flood Insurance. If any part of the Common Areas are in a special flood hazard area, and are insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any Common Area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance Program.

10. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

11. Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for Owners covered by the policy without naming them, and

shall include Institutional Mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

12. Premiums. Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because a Unit or its appurtenances is misused or abandoned then the Owner of such Unit is liable for the amount of such increase. The Association will furnish evidence of premium payment to each mortgagee upon request.

13. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the Owners and their mortgagees in the following shares:

A. Share of Proceeds. An undivided share for each Owner, that share being the same as such Owner's undivided share in the Association Expenses.

B. Mortgagees. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and such Owner, as their interests may appear; however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any such Unit shall be reconstructed or repaired, and unless provided by the terms of the mortgage, no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the Owner and the mortgagee.

14. First Mortgagees. This Article is additionally for the benefit of first mortgagees of Units and may not be amended without the consent of all such mortgagees.

15. Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least 10 days before it cancels or substantially changes the coverage.

16. Association as Agent. The Association is irrevocably appointed agent for each Owner and for each mortgagee or other lienor of a Unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

## ARTICLE XII

### ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) or more persons appointed by the Board. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC. This Article may not be amended without the Developer's written consent so long as the Developer owns any property subject to this Declaration or subject to annexation to this Declaration.

2. Community-Wide Standard. The ACC shall regulate the external appearance, use, and

maintenance of the General Plan of Development and of improvements thereon in such a manner as to comply with and meet the Community-Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. As regards the Developer, or any successor Developer, nothing herein shall give to the ACC the authority to regulate, control or determine external appearance, use or maintenance of property to be developed or under development, or dwellings to be constructed or under construction.

3. General Provisions.

A. Address of ACC. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. Construction Time Limitations. The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required.

C. Defects in Plans, Specifications or Construction of Improvements. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, the Board or the Developer assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

4. Failure to Approve. In the event the ACC fails to approve, modify or disapprove in writing an application within forty-five (45) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, if any, approval will be deemed granted.

5. Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision by a majority vote of the Directors. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

6. Exemption. The NPBCID shall be exempt from the requirement to obtain the approval of the ACC before commencing any management, maintenance, installation, and/or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.

7. Conditions.

A. Definitions. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until the approval of the ACC and the Abacoa POA has been obtained.

B. Approval by ACC. No construction of improvements (including without limitation, pools, saunas, spas, jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, pressure cleaning, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing

the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

C. Additional Plantings. No additional plantings shall be permitted on that portion of any Unit which may be maintained by the Association except as may be approved by the Association.

D. Laundry. No clothing, laundry or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by approved screening or fencing.

E. Antennae. No television or other outside antenna system or facility shall be erected or maintained on any Unit to which cable television service is then currently available except with the specific consent of the ACC.

F. Typical Completion Deadline. Unless specifically excepted by the ACC, all improvements (other than swimming pools) for which an approval of the ACC is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements. Construction of swimming pools must commence within sixty (60) days of ACC approval, and must be completed within seventy-five (75) days (including Saturdays, Sundays, and holidays) of the date of issuance of the building permit. The Association may charge a delay penalty of one hundred dollars (\$100.00) for each day in excess of seventy-five (75) days that the Member has failed to complete a swimming pool after the issuance of the building permit.

G. Debris Deposit. No construction shall be commenced unless and until a returnable debris deposit of \$1,000.00 has been posted by the Owner with the Association. The debris deposit shall be used to correct any damage to the common areas resulting from the construction activity. If no damage is done to the common areas by the construction activity, the debris deposit will be returned to the Owner.

H. Approval of Community Architect. A "Community Architect" (defined below) has been appointed by the Abacoa Developer. After an Owner has received the approval of the ACC for any improvement, the Owner shall apply to the Community Architect for the approval of the Abacoa POA. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place until the approval of the Abacoa POA has been obtained. This provision shall not apply to NPBCID, which shall be exempt from obtaining the approval of the Community Architect before commencing any management, maintenance, installation, and/or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.

8. Variances. The ACC may authorize variances from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variance will not estop the Association from

denying a variance in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variance.

9. Lot Impervious Area. After the ACC and the Community Architect have approved an application by the Owner to construct any improvement on the Lot which would increase the impervious area of the Owner's Lot and prior to construction of such an improvement, the Owner shall have the written approval of the Town of Jupiter ("Town") and shall meet all impervious area regulations, conditions and limitations that have been imposed on the Property by any applicable South Florida Water Management District permit, by any applicable Town permit and by any applicable NPBCID permit.

### ARTICLE XIII

#### COMMUNITY ARCHITECT

1. Community Architect. It is the intent of the Abacoa Developer to create a general plan and uniform scheme of development of Abacoa and to create within Abacoa a community of high quality and harmonious Improvements. Accordingly, a Community Architect (the "Community Architect") has been appointed who shall have the powers, duties and responsibilities set forth in the Abacoa Declaration and the Abacoa By-Laws.

2. Improvements. No Improvement (including landscaping) shall be erected, constructed, removed, planted or maintained, including those constructed or to be constructed by Developer, nor shall any addition to or any change, replacement or alteration therein be made on any Unit, Lot, or Common Area until the same shall have been submitted to and approved by the Community Architect, pursuant to the procedures set forth in the Abacoa Declaration.

### ARTICLE XIV

#### ADDITIONAL RESTRICTIONS

1. Abacoa Declaration. In addition to all of the covenants, restrictions and provisions contained in this Declaration, the Articles and the By-Laws, and the Rules and Regulations adopted by the Association, as same may be amended from time to time, the Property shall also be subject to all of the covenants, restrictions and provisions, including without limitation all assessments, and lien rights, contained in the Abacoa Declaration, the Abacoa POA Articles and the Abacoa POA By-Laws, all rules and regulations adopted by the Abacoa POA, as same may be amended from time to time.

2. Covenants Running With The Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Developer, the Abacoa Developer, the Association, the Abacoa POA, and the Owners.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property in the manner described herein. This provision may not be amended or deleted without the prior written consent of the County and this provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a receiver to manage the affairs of the Association in the event of dissolution of the Association.

3. Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in any plat of the Property, which plat is recorded or to be recorded in the Public Records of the County.

4. Conflict with Abacoa Declaration, Abacoa By-Laws and Abacoa Articles. If there are conflicts between Florida law, this Declaration, the Articles, and the Bylaws, then Florida law, this Declaration, the Articles, and the By-Laws (in that order) shall prevail. In the event of any conflict between or among this Declaration, the Articles, or the By-Laws and the Abacoa Declaration, the Abacoa POA By-Laws and the Abacoa POA Articles, then the Abacoa Declaration, the Abacoa POA By-Laws and the Abacoa POA Articles shall govern and control.

## ARTICLE XV

### DEVELOPER'S RIGHTS

1. Developer's Transfer Right. Subject to the approval of Abacoa Developer, any or all of the special rights and obligations of the Developer may be transferred or assigned to other Persons, provided that the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Public Records of the County. Nothing in this Declaration shall be construed to require Developer or any successor or assign to develop any property other than the property described in Exhibit "A."

2. Developer's Sales Offices. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and sales of Units by Developer within any phase of Abacoa shall continue, it shall be expressly permissible for Developer or Abacoa Realty, Inc. to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Developer or Abacoa Realty, Inc., may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Developer or Abacoa Realty, Inc. shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Developer and any facility which may be owned by the Association, as models and sales offices, respectively.

3. Right of Approval. So long as Developer continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer. Notwithstanding the foregoing, Abacoa Developer shall have the right to record amendments to the Abacoa Declaration in order to add the Property to the property encumbered thereby, and to add other Properties subsequently encumbered by this Declaration to the property encumbered by the Abacoa Declaration of Covenants and Restrictions, or to otherwise amend the Declaration of Covenants and Restrictions for Abacoa to the extent provided therein.

4. Termination of Developer's Rights. This Article may not be amended without the express written consent of the Developer; provided, however, the rights contained in this Article shall terminate upon the Transfer Date or the date Developer no longer owns any Lot or Unit subject to this

Declaration, whichever shall occur last.

## ARTICLE XVI

### MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, or guarantors of institutional mortgages on Units in the Properties.

1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is an institutional mortgage held, insured, or guaranteed by such eligible holder;

B. Delinquent Assessments. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder, insurer, or guarantor of an institutional mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

C. Insurance Lapse. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

D. Actions Requiring Consent. Any proposed action which would require the consent of a specified percentage of eligible holders, insurers, or guarantors of institutional mortgages.

2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the Institutional Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

A. Common Areas. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection).

B. Assessments. Change the method of determining the obligations, assessments, or other charges which may be levied against a Unit.

C. Architectural Regulations. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area within its jurisdiction or control. (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)



D. Insurance Lapse. Fail to maintain insurance, as required by this Declaration.

E. Use of Insurance Proceeds. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and Institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

3. No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the Institutional Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

6. Failure of Mortgagee to Respond. Any Institutional Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Mortgagee within thirty (30) days of the date of the Association's request.

7. Financial Statements. Any holder of an institutional mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

## ARTICLE XVII

### ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Developer, the Abacoa Developer, the Association, the Abacoa POA or any Owner may, but shall not be required to, seek enforcement of the Declaration, including, without limitation, enforcement of any breach of, or failure to comply with, any governmental order, regulation, ordinance, permit condition, or other requirement. Any Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Developer, the Association, the Abacoa POA and the Abacoa Developer from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party (inclusive of Legal Fees). In addition, the Association shall be entitled to recover its attorney's fees incurred against an Owner who is in violation, regardless of whether a lawsuit has been filed. Such attorney's fees shall be deemed an assessment and collectible in the same manner as an assessment. The failure or refusal of the Developer, the Abacoa Developer, the Association, the Abacoa POA, or any Member to enforce any of

the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

## ARTICLE XVIII

### AMENDMENTS

1. Until the Transfer Date, all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Windsor Park; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

2. After the Transfer Date, this Declaration may be amended only by consent of fifty-one percent (51%) of all Owners together with the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration.

3. Limitation on Amendments. No amendment to the Article entitled "Assessments" or the Article entitled "Enforcement and Establishment of Liens", and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any Owner, the Developer, or any institutional mortgagee under this Declaration without the specific written approval of the Owner, the Developer or institutional mortgagee affected thereby. In addition, any amendment which would affect the Water Management System (Primary) or the Water Management System (Secondary) must have the prior approval of the NPBCID and the South Florida Water Management District.

4. Abacoa POA. All amendments both before and after the Transfer Date shall require the prior written approval of the Abacoa POA, and, for so long as the Abacoa Developer is in control of the Abacoa POA, the Abacoa Developer

5. Effective Date of Amendments. An amendment to the Declaration shall become effective upon the recordation amongst the public records of the County.

## ARTICLE XIX

### CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in Windsor Park, the sale or lease of Units shall be subject to the following provisions, and shall also be subject to the procedures and provisions governing the sale, lease or other transfer of Units as set forth in Article XI of the Abacoa Declaration of Covenants and Restrictions:

1. Notice to Association. The Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or

lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, an Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

4. Delinquent Owners. Notwithstanding the provisions above, in the event that an Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

## ARTICLE XX

### TERMINATION

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Owners, the prior written consent of the Abacoa POA, and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Units.

2. Termination Documents. If this Declaration is terminated in accordance herewith, it is hereby declared by Developer, and each and every Owner of a Unit by acquiring title to his Unit covenants and agrees, that the termination documents shall require:

A. Use of Units. That all Units shall continue to be used subject to the use restrictions set forth in Article V hereof.

B. Common Areas. All Common Areas shall be owned and held in equal shares by the Owners as tenants in common, and each Owner shall remain obligated to pay his pro rata share of

expenses to continually maintain the Common Areas.

3. Limitation on Termination. The Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the Abacoa POA, the Abacoa Developer, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension thereof is recorded amongst the Public Records of the County, an instrument signed by at least eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering the Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded. If any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded. [This section does not authorize termination of any easement created in this Declaration without the consent of the holder of such easement.]

4. Water Management System (Secondary). If the Association is terminated, the Water Management System (Secondary) shall be conveyed to the Abacoa POA, or to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

## ARTICLE XXI

### MISCELLANEOUS

1. No Waiver. The failure of the Developer, the Association, the Abacoa POA, the Abacoa Developer, or any Owner to object to an Owner's or another person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

6. Homeowners Documents. The Association is required to make available to Owners, to Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, the Articles, the By-Laws, Rules and Regulations and other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

7. Golf Club or Golf Course Membership. The ownership of a Unit does not confer upon the Owner a vested right to use the facilities in any golf club or golf course which may be constructed in Abacoa. Owners shall not have any proprietary interest in any such club. Membership and priority of use in any golf club shall be determined by the membership rules and regulations prevailing for the club, if any, at the time of application. Developer hereby disclaims any representations, warranties or relationship to the club, if any, or to the rules, regulations, or qualifications to join the club.

8. Notice and Disclosure of NPBCID's Units of Development No. 9, 9A, 9B, and 28. NPBCID is responsible for implementing and maintaining certain benefits and infrastructure improvements to real property located within its Units of Development. The Property submitted to this Declaration is located within NPBCID's Units of Development No. 9, 9A, 9B and 28.

This Notice and Disclosure is to inform those individuals or entities owning or purchasing real property within Windsor Park as amended from time to time, that the Property will be subject to and the Owners of same will be obligated to pay the NPBCID non-ad valorem assessments that may be levied and assessed by NPBCID against Property Owners. NPBCID's non-ad valorem assessments will be assessed for the purpose of paying such maintenance and debt obligations as has been or will be incurred by NPBCID for the construction and maintenance of public improvements within Units of Development No. 9, 9A, 9B, and 28. NPBCID's non-ad valorem assessment will appear as a separate and distinct line item on the Palm Beach County Tax Collector's annual real estate tax bill and will be required to be paid directly to the Palm Beach County Tax Collector.

NPBCID has, and will in the future, continue to levy non-ad valorem assessments on the lands located within its Units of Development No. 9 and 9A for the purposes of providing maintenance to the public infrastructure improvements that it has constructed with these two Units of Development, and to repay bond indebtedness that has been incurred for its construction of public infrastructure improvements for Unit of Development No. 9A. In addition, NPBCID may sell additional bonds in order to construct public infrastructure improvements for its Unit of Development No. 9B, in which event, NPBCID will then levy additional non-ad valorem assessments upon taxable lands within Abacoa for repayment of such debt.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Windsor Park has been signed by the Developer and the Association on the day and year first above set forth. The Developer and the Association have caused these presents to be duly executed in their names.

Signed, sealed and delivered in the presence of:

DIVOSTA HOMES, L.P.,  
a Delaware limited partnership

By: DiVosta Homes Holdings, LLC,  
a Delaware limited liability company,  
its general partner

Pat Butler

Witness

[Signature]  
Witness

By: [Signature]  
Name: Richard McCormick  
Its: Vice President - Land

STATE OF FLORIDA )  
COUNTY OF Lee )SS:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2009 by Richard McCormick, as Vice President Land of DiVosta Homes Holdings, LLC, a Delaware limited liability company, the general partner of DiVosta Homes, L.P., a Delaware limited partnership, on behalf of the partnership. He/she is personally known to me —, or has produced — as identification —



[Signature]  
Notary Public  
Name: Felipe Gonzalez  
My Commission # DD 911663  
Expiration date: 7/28/2013

Signed, sealed and delivered in the presence of:

WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

*Barbara A. Wagner*

Witness

By: *SB*  
Scott Brooks, President

*Mark H.*

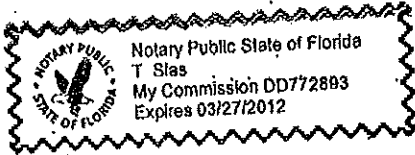
Witness

[CORPORATE SEAL]

STATE OF FLORIDA )  
 )SS:  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2009, by Scott Brooks, as President of WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me /, or has produced \_\_\_\_\_ as identification.

*T. Slas*  
Notary Public  
Name: T. Slas  
My Commission # \_\_\_\_\_  
Expiration date: 3/27/2012

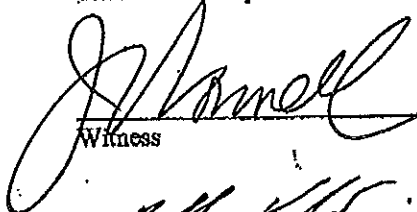



JOINDER OF ASSOCIATION

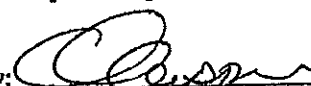
ABACOA PROPERTY OWNERS ASSEMBLY, INC., a Florida not for profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Windsor Park, in accordance with the requirements of the Abacoa Declaration. This Joinder shall not be deemed a waiver of any approval rights given to the Abacoa POA under the Abacoa Declaration or any of the terms or provisions of the Abacoa Declaration.

Signed, sealed and delivered in the presence of:

**ABACOA PROPERTY OWNERS  
ASSEMBLY, INC., a Florida  
not for profit corporation**

  
\_\_\_\_\_  
Witness

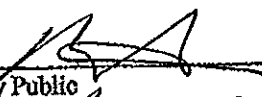
  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Name: Peter R. Lippman  
Its: President

[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this 8 day of December, 2009, by Peter R. Lippman, as the President of Abacoa Property Owners Assembly, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me, or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public  
Name: BARBARA BRETAN  
My Commission # \_\_\_\_\_  
Expiration date: \_\_\_\_\_





**EXHIBIT "A"**

**LAND DESCRIPTION:**

TRACTS "A", "D", "E" AND "G" OF TRACT R3R AT ABACOA -- REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 116 THROUGH 119 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT FROM TRACT "A" THE FOLLOWING DESCRIBED PARCELS OF LAND:


**PARCEL 1:**

COMMENCE AT THE NORTHEAST CORNER OF TRACT "B" OF SAID TRACT R3R AT ABACOA -- REPLAT; THENCE NORTH 02°10'57" EAST, ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 50.54 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 115.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 974.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°01'18" A DISTANCE OF 119.19 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,025.26 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°01'18" A DISTANCE OF 126.65 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 234.53 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.42 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°10'57" A DISTANCE OF 21.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°10'57" EAST, A DISTANCE OF 495.01 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 350.50 FEET; THE RADIUS POINT OF SAID CURVE BEARS NORTH 07°30'42" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°55'44" A DISTANCE OF 76.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 89°59'20" EAST, A DISTANCE OF 244.10 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 451.86 FEET; THE RADIUS POINT OF SAID CURVE BEARS SOUTH 16°53'01" WEST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°34'44" A DISTANCE OF 246.07 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 330.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°28'45" A DISTANCE OF 95.87 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 900.00 FEET;

DESCRIPTION CONTINUED ON SHEET 2 OF 7


**CERTIFICATION:**

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.022, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

  
**WILBUR P. OLIVE**  
 PROFESSIONAL LAND SURVEYOR & MAPPER  
 LICENSE NO. 4190, STATE OF FLORIDA  
 DATE: 11-12-09

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, MOVING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

 <b>ARCADIS U.S., Inc.</b> 2061 Vista Parkway West Palm Beach, Florida 33411 Tel: (561) 697-7000 Fax: (561) 697-7751 www.arcadisup.com	PROJECT MANAGER W.P.O.	DEPARTMENT MANAGER W.P.O.	SCALE	DECODED BY W.P.O.
	SHEET TITLE SKETCH OF DESCRIPTION REMAINDER OF TRACT R3R AT ABACOA -- REPLAT		DATE 11-12-09	DRAWN BY JAF
	SHEET 1 OF 7		PROJECT NUMBER WPD01001-0050	DRAWING NUMBER 1001SD25

**EXHIBIT "A"**

**DESCRIPTION CONTINUED FROM SHEET 1 OF 7**

THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'30", A DISTANCE OF 89.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 13°09'59" EAST, A DISTANCE OF 37.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°14'02", A DISTANCE OF 96.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03°55'57" EAST, A DISTANCE OF 65.47 FEET; THENCE SOUTH 87°49'03" EAST, A DISTANCE OF 14.31 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "A" AND TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 02°10'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 60.30 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

**PARCEL 2:**

COMMENCE AT AFOREMENTIONED POINT "A"; THENCE NORTH 02°10'57" EAST, ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 124.22 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 630.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80°55'12" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°05'11", A DISTANCE OF 44.93 FEET TO A POINT OF TANGENCY; THENCE NORTH 13°09'59" WEST, A DISTANCE OF 37.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'30", A DISTANCE OF 89.93 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°38'46", A DISTANCE OF 104.59 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 481.86 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°07'01", A DISTANCE OF 320.57 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE SOUTH 89°58'20" WEST, A DISTANCE OF 221.89 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 580.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°45'45" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'41", A DISTANCE OF 207.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°44'56" WEST, A DISTANCE OF 55.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 130.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°15'33", A DISTANCE OF 62.09 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "A" AND TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE ALONG SAID NORTH LINE THROUGH THE FOLLOWING FOUR (4) COURSES, SOUTH 88°08'58" EAST, A DISTANCE OF 6.11 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,136.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°32'42", A DISTANCE OF 616.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'17" EAST, A DISTANCE OF 85.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°46'06", A DISTANCE OF 23.90 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "A" AND TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 380.00 FEET; THENCE ALONG SAID EAST LINE THROUGH THE FOLLOWING THREE (3) COURSES, SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°35'01", A DISTANCE OF 37.03 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36'06", A DISTANCE OF 10.73 FEET; THENCE SOUTH 02°10'57" WEST, A DISTANCE OF 537.24 FEET TO THE POINT OF BEGINNING.

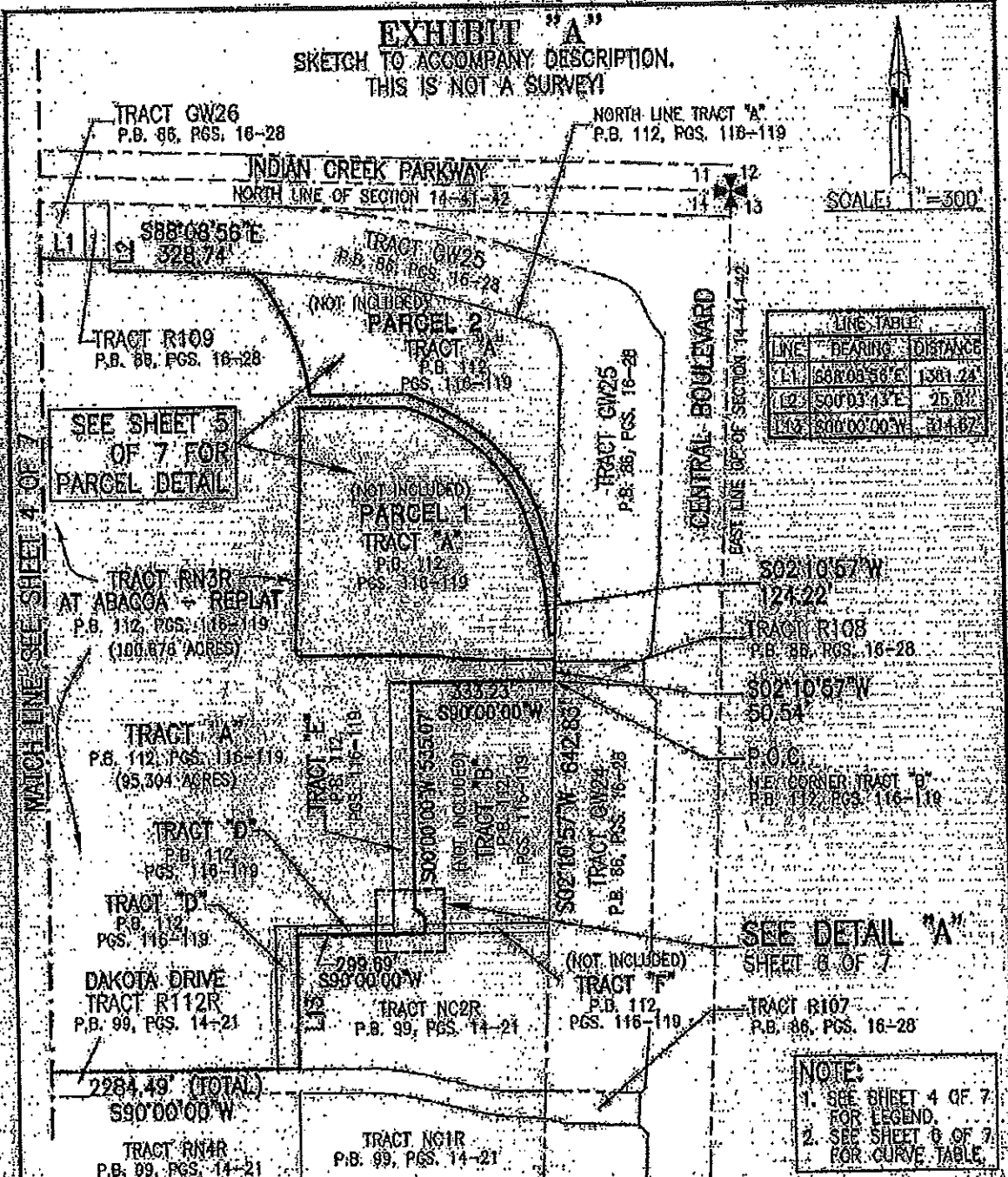
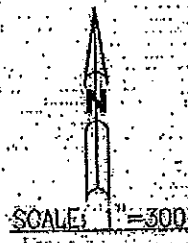
CONTAINING 95.304 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SAID TRACT "A", SAID LINE BEARING SOUTH 90°00'00" WEST AND ALL OTHER BEARINGS BEING RELATIVE THERETO.

 <b>ARCADIS U.S., Inc.</b> <small>2081 Vista Parkway West Palm Beach, Florida 33411</small> <small>Tel: (561) 697-7000 Fax: (561) 697-7701 www.arcadis-us.com</small>	PROJECT DRAWER W.F.O.	DESIGNER DRAWER W.F.O.	SCALE	CHECKED BY W.F.O.	
	SHEET TITLE SKETCH OF DESCRIPTION REMAINDER OF TRACT R03R AT ABIACCA - REPLAT		DATE 11-12-09	DRAWN BY JAF	
	SHEET 2 OF 7		PROJECT NUMBER WP001001-0050	DRAWING NUMBER 1001SD25	
	<small>© 2009 ARCADIS U.S., Inc.</small>				

**EXHIBIT "A"**  
 SKETCH TO ACCOMPANY DESCRIPTION.  
 THIS IS NOT A SURVEY!



LINE TABLE

LINE	BEARING	DISTANCE
L1	S85°08'56"E	1381.24
L2	S00°03'43"E	25.04
L3	S00°00'00"W	504.87

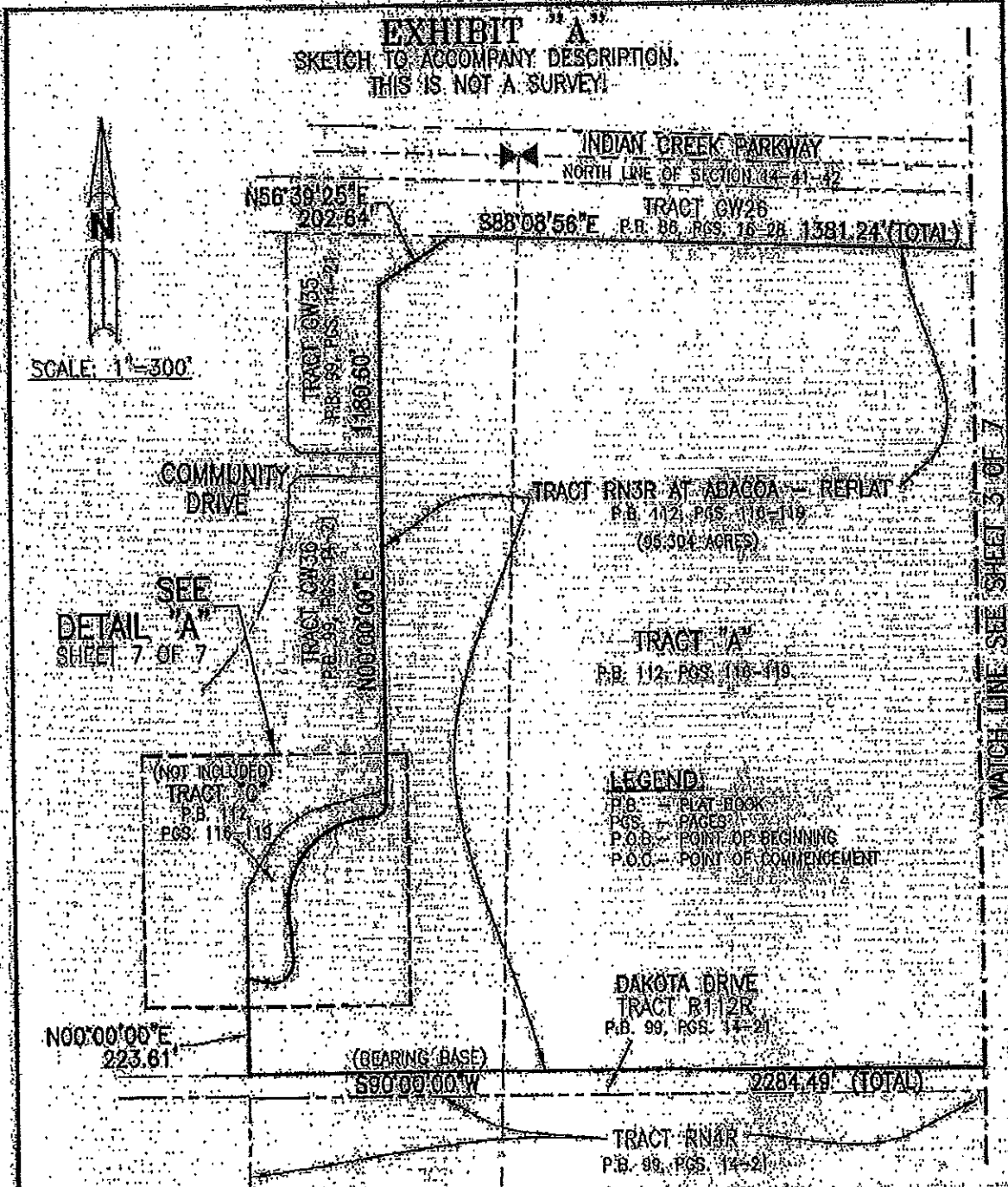
**NOTE:**  
 1. SEE SHEET 4 OF 7 FOR LEGEND.  
 2. SEE SHEET 6 OF 7 FOR CURVE TABLE.

<p><b>ARCADIS</b>          ARCADIS U.S., Inc.          2051 Vera Parkway          West Palm Beach, FL 33411</p>	PROJECT MANAGER W.F.D.	DEPARTMENT MANAGER W.F.D.	SCALE 1" = 300'	CHECKED BY W.F.D.
	SHEET TITLE SKETCH OF DESCRIPTION REMAINDER OF TRACT R109 AT ABACOA -- REPLAT SHEET 3 OF 7		DATE 11-12-09	DRAWN BY J.A.F.
			PROJECT NUMBER WFP001001-050	DRAWING NUMBER 1001SD25
	PROJECT NUMBER WFP001001-050			

**EXHIBIT "A"**  
**SKETCH TO ACCOMPANY DESCRIPTION.**  
**THIS IS NOT A SURVEY!**



SCALE: 1"=300'



SEE  
**DETAIL "A"**  
 SHEET 7 OF 7

(NOT INCLUDED)  
 TRACT "D"  
 P.B. 118 - 119

**LEGEND**  
 P.B. - PLAT BOOK  
 PGS. - PAGES  
 P.O.B. - POINT OF BEGINNING  
 P.O.C. - POINT OF COMMENCEMENT

**DAKOTA DRIVE**  
 TRACT R112R  
 P.B. 99, PGS. 14-21

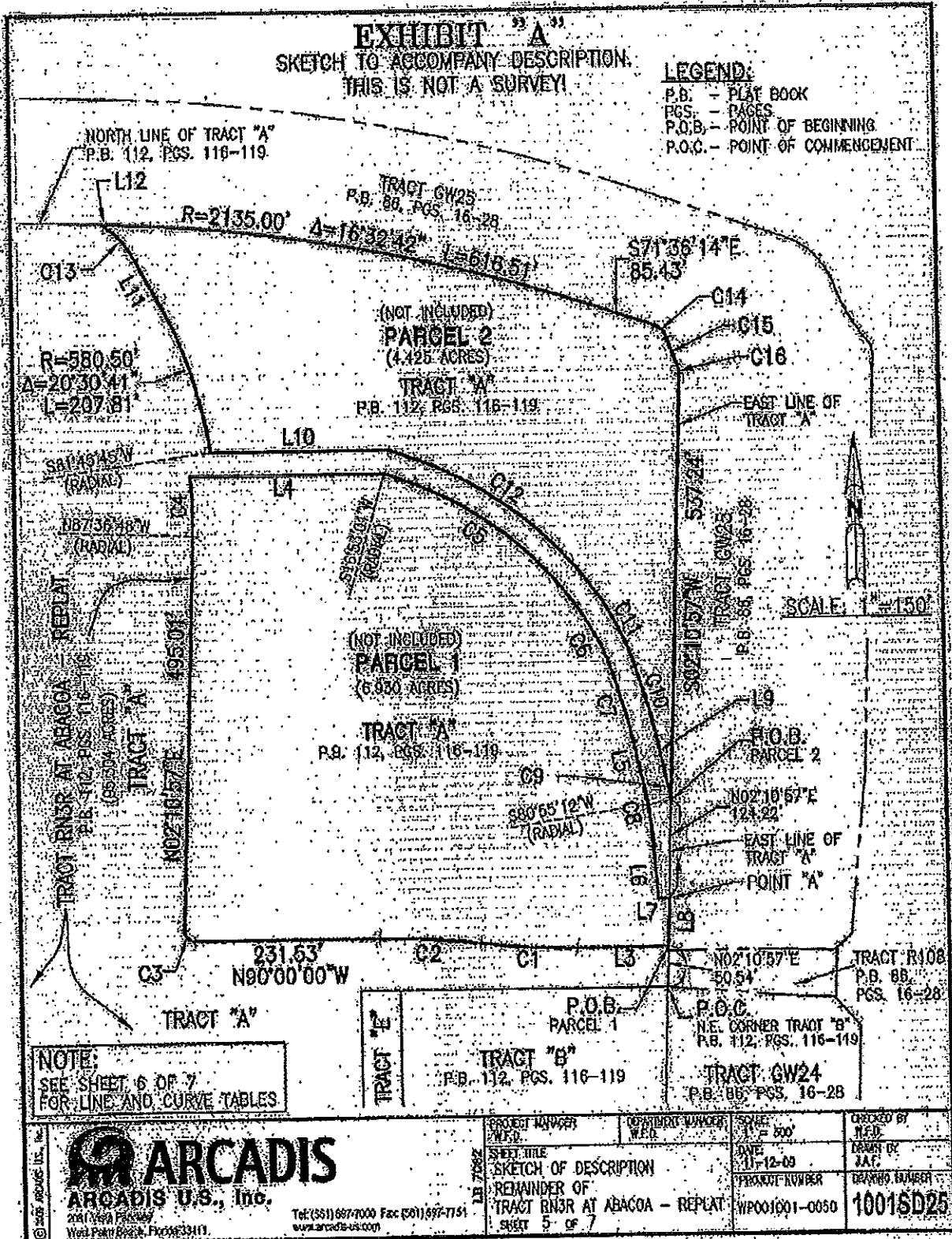
MATCH LINE SEE SHEET 3 OF 7

<p><b>ARCADIS</b>          ARCADIS U.S., Inc.          2101 Vista Parkway          West Palm Beach, Florida 33411</p>	PROJECT MANAGER W.F.C.	DEPARTMENT MANAGER W.F.C.	SCALE 1" = 300'	CHECKED BY W.F.C.
	SHEET TITLE SKETCH OF DESCRIPTION REMAINDER OF TRACT RN3R AT ABAGOA - REPLAT		DATE 11-12-09	DRAWN BY JAF
	SHEET 4 OF 7		PROJECT NUMBER 17001001-0050	DRAWING NUMBER 1001SD25
	<p align="right">© 2009 ARCADIS U.S., Inc.</p>			

**EXHIBIT "A"**  
**SKETCH TO ACCOMPANY DESCRIPTION**  
**THIS IS NOT A SURVEY!**

**LEGEND:**

P.B. - PLAT BOOK  
 PGS. - PAGES  
 P.O.B. - POINT OF BEGINNING  
 P.O.C. - POINT OF COMMENCEMENT



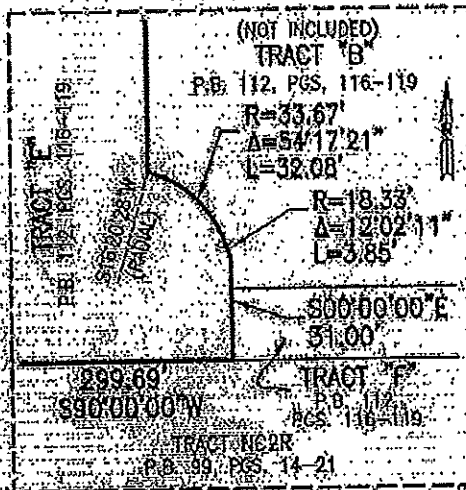
**NOTE:**  
 SEE SHEET 6 OF 7  
 FOR LINE AND CURVE TABLES



Tel: (518) 697-7000 Fax: (518) 697-7751  
 www.arcadis-us.com



**EXHIBIT "A"**  
**SKETCH TO ACCOMPANY DESCRIPTION.**  
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**DETAIL "B"**


NOT TO SCALE

SEE SHEET 3 OF 7

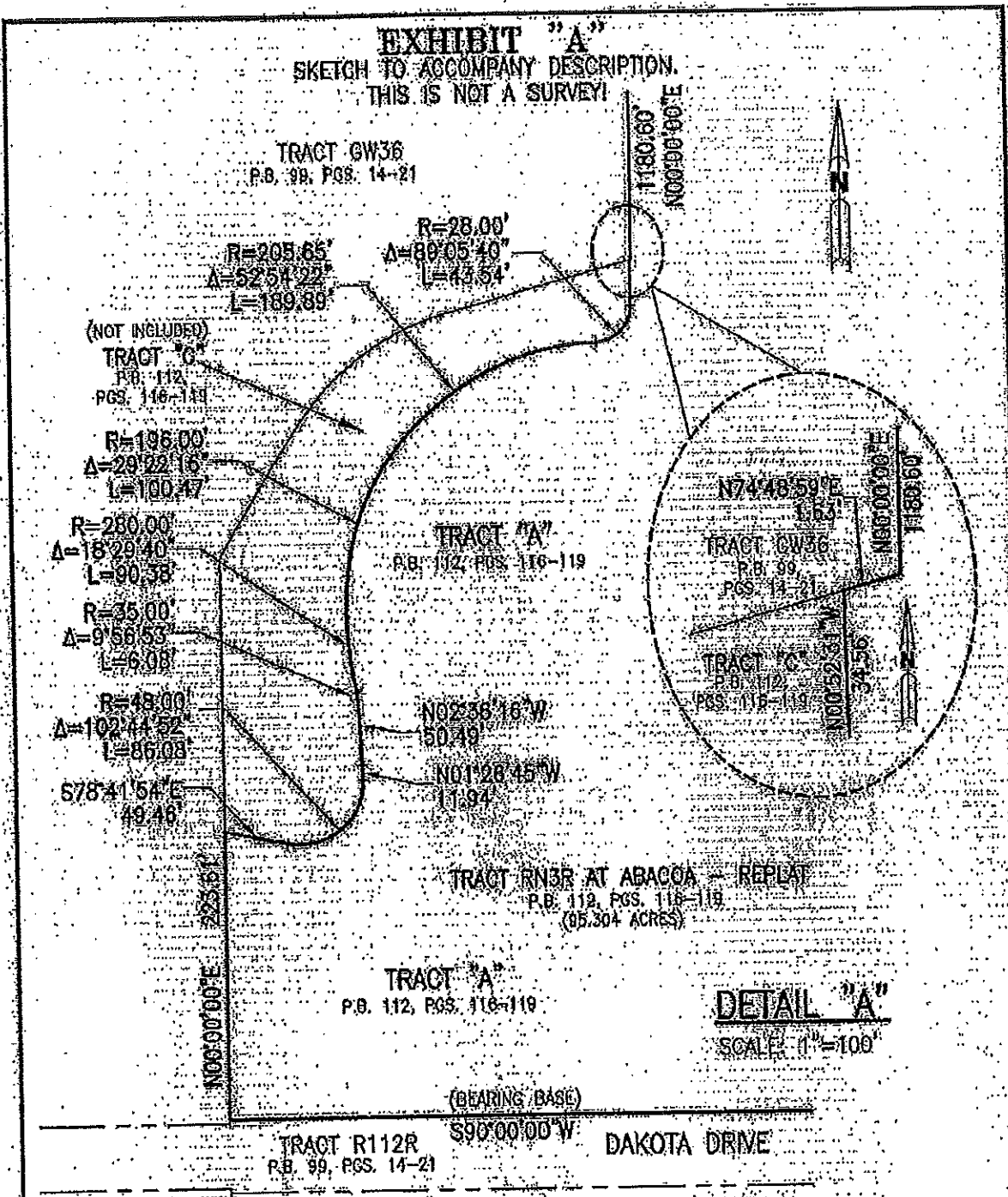
LINE TABLE		
LINE	BEARING	DISTANCE
L3	N00°00'00\"W	116.91'
L4	N89°59'20\"E	244.10'
L5	S18°09'30\"E	37.98'
L6	S83°55'57\"E	65.47'
L7	S87°49'03\"E	16.21'
L8	S62°10'57\"W	50.30'
L9	S13°09'59\"E	37.98'
L10	N89°59'20\"E	221.89'
L11	N28°44'66\"N	53.69'
L12	S88°08'56\"E	6.11'

CURVE TABLE			
CURVE	RADIUS	ANGLE	ARC LENGTH
C1	374.23'	7°01'48\"	45.86'
C2	1025.25'	37°01'48\"	125.85'
C3	13.42'	92°18'57\"	21.59'
C4	650.50'	7°55'44\"	76.18'
C5	451.88'	37°34'44\"	296.47'
C6	350.00'	18°38'48\"	85.47'
C7	900.00'	5°43'30\"	88.93'
C8	600.00'	6°14'02\"	86.70'
C9	630.00'	4°05'11\"	44.98'
C10	930.00'	5°43'30\"	92.93'
C11	360.00'	16°38'46\"	104.59'
C12	481.66'	38°07'01\"	320.57'
C13	130.50'	27°16'33\"	82.09'
C14	25.00'	54°48'08\"	23.90'
C15	380.00'	8°35'01\"	37.03'
C16	25.00'	24°36'05\"	10.73'

SEE SHEET 5 OF 7

 <b>ARCADIS U.S., Inc.</b> <small>2001 West Parkway          West Palm Beach, Florida 33411          Tel: (561) 697-7000 Fax: (561) 697-7751          www.arcadis-us.com</small>	PROJECT NUMBER W.P.D.	DEVELOPER NUMBER W.P.D.	SCALE	CHECKED BY W.P.D.
	SHEET TITLE SKETCH OF DESCRIPTION REMAINDER OF TRACT RINSR AT ABACCA -- REPLAT		DATE 11-12-08	DRAWN BY JAC
	PROJECT NUMBER WP001001-0050		DRAWING NUMBER 1001SD25	

**EXHIBIT "A"**  
**SKETCH TO ACCOMPANY DESCRIPTION.**  
**THIS IS NOT A SURVEY!**



<p><b>ARCADIS</b>          ARCADIS U.S., Inc.          2031 Vista Parkway          West Palm Beach, Florida 33411</p>	PROJECT MANAGER	DEPARTMENT MANAGER	DATE	CHECKED BY
	W.F.D.	W.F.D.	12-09	W.F.D.
	SHEET TITLE		PROJECT NUMBER	DRAWN BY
SKETCH OF DESCRIPTION		WFO01001-0050	JAF	ORIGIN NUMBER
REMANUER OF				1001SD25
TRACT RW3R AT ABACOA - REPLAT				
SHEET 7 OF 7				

EXHIBIT B

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

06 SEP 27 PM 1:46

ARTICLES OF INCORPORATION  
OF  
WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit, under and in accordance with Chapters 617 and 720 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit, for the purpose, and with the powers, hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

ARTICLE I

NAME

1. Name. The name of this corporation shall be WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC. ("Association"). The initial address of the Association shall be 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418.

2. Definitions. The words used in these Articles shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Windsor Park (said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration").

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration which is to be recorded in the public records of Palm Beach County, Florida, including, without limitation, the establishment and enforcement of the payment of assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit as set forth in Section 617.0302, Fla. Stat., which are not in conflict with the terms of these Articles, the Declaration, or the By-Laws of the Association.



2. Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer the Properties pursuant to the Declaration, including but not limited to the following:

A. To make and collect assessments against Members to defray the costs and expenses of the Association property.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To purchase, own, hold, lease, improve, maintain, repair, replace, operate and convey the common property and Common Areas of the Association in accordance with the Declaration, including, without limitation, to operate and maintain the surface water management system permitted by the South Florida Water Management District.

D. To purchase insurance upon the property of the Association and insurance for the protection of the Association and its Members, in the amounts required by the Declaration.

E. To reconstruct the improvements to the Association's property after casualty, and to further improve the Association's properties, as provided in the Declaration.

F. To make and amend reasonable Rules and Regulations regarding the use of the property of the Association in accordance with the requirements set forth in the By-Laws.

G. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the Membership. Any such contract may not exceed one (1) year, and must provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice.

H. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association property.

I. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Association's property as same may be promulgated, modified, or amended from time to time by the Association.

J. To pay taxes and assessments, which are liens against any part of the Association's property.

K. To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the property of the Association, and not billed to Unit Owners.

L. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful to the Association.

M. To enter any lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of Association Property.

N. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

3. Funds and Title to Properties. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

#### ARTICLE IV

##### MEMBERS

1. Members. The Members of the Association shall consist of all of the record owners of Units in Windsor Park.

2. Change of Membership. Subject to the terms and conditions of the Declaration for conveyances, change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a record title to a Unit located in Windsor Park, and the delivery to the Association of a copy of such deed or other instrument. The owner designated by such instrument thus becomes a Member of the Association, and the membership of the prior owner is terminated as of the date of recording of such instrument.

3. Transfer of Membership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon transfer of title of his Unit.

4. Voting. The owner of each Unit shall be entitled to one vote as a Member of the Association. The exact number of votes to be cast by Members and the manner of exercising voting rights, shall be determined by the By-Laws; subject, however, to the terms and conditions of the Declaration.

#### ARTICLE V

##### TERM

The term for which this corporation is to exist shall be perpetual. If the Association is dissolved, the surface water management system maintained and operated by the Association, including the property containing the surface water management system and the water management portions of the Common Areas will be conveyed to an agency of local government determined to be acceptable by the South Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system,

property containing the surface water management system, and the water management portions of the Common Areas will be dedicated to a similar non-profit corporation.

#### ARTICLE VI

#### INCORPORATORS

The names and addresses of the Incorporators to these Articles are as follows:

NAME	ADDRESS
James Gomez	4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418
David A. Koon	4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418
John Olinger	4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418

#### ARTICLE VII

#### OFFICERS

1. Officers. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board.

2. Election of Officers. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

Officers shall be elected by the Board at the first meeting of the Board following each annual meeting of the Members, provided, however, until the Transfer Date, the Developer shall have the right to approve all of the officers elected. The following persons shall serve as the initial officers.

President  
Vice President  
Secretary

James Gomez  
David A. Koon  
John Olinger

Treasurer

John Olinger

## ARTICLE VIII

### BOARD OF DIRECTORS

1. Directors. The affairs of the Association will be managed by a Board consisting of not less than three (3) or more than five (5) Directors. The composition of the Board, the manner of election to the Board, the term of office and other provisions regarding the Board shall be established by the Declaration and the By-Laws of the Association. The number of Directors on the Board until the Transfer Date shall be three (3). Thereafter, the number of Directors shall be five (5). After the Developer elects to divest itself of control of the Association, Directors must be Members of the Association.

2. Term of Directors. After the Transfer Date, members of the Board shall serve for a term of two (2) years; provided, however, that not less than two (2) members of the Board elected on the Transfer Date shall serve for initial terms of one (1) year and the balance of the Board elected on the Transfer Date shall serve for initial terms of two (2) years. Thereafter, the terms of no more than three (3) Board members will end each year. After the Transfer Date, at each annual meeting, Directors shall be elected to take the Board positions of the members of the Board who terms have expired.

3. Election of Directors. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

4. Transfer Date. The first election of Directors shall not be held until three months after ninety percent (90%) of the Units have been conveyed by the Developer to the Members or until the Developer elects to terminate control of the Association, whichever shall first occur. The Directors named as the first Board, including any replacement members, shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

5. First Board. The names and addresses of the persons who are to serve as the first Board are as follows:

NAME	ADDRESS
James Gomez	4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418
David A. Koon	4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418
John Olinger	4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl. 33418

## ARTICLE IX

### INDEMNIFICATION

Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director, committee member, or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, committee member, or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director, committee member, or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member, or officer may be entitled whether by statute or common law.

## ARTICLE X

### BY-LAWS

The By-Laws of the Association may be adopted, amended, altered, or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration, and provided further, that no amendment, alteration, or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected, and provided further that until the Transfer Date no amendments, alterations or rescissions of the By-Laws shall be effective unless the Developer, the Abacoa Property Owners' Assembly, Inc., and the Abacoa Development Company shall have joined in and consented thereto in writing. Any attempt to amend, alter, or rescind contrary to these prohibitions shall be of no force or effect.

## ARTICLE XI

### AMENDMENTS

I. Prior to such time as the first deed of conveyance of a Unit from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

2. After the First Conveyance, and prior to the Transfer Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

3. After the Transfer Date, these Articles may be amended in the following manner:

A.

(1) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(2) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(3) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.

B. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

4. These Articles may not be amended without the written consent of a majority of the members of the Board.

5. Notwithstanding any provisions of this Article XI to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer holds either a leasehold interest in or title to at least one (1) Unit; and (ii) any "Institutional Mortgages" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.


6. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Developer hereunder, including, but not limited to, Developer's right to designate and select members of the First Board or otherwise designate and select Directors, without the prior written consent of Developer.


7. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

8. Additional Consents Required. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles without the prior written consent of the Board of Directors of the Abacoa Property Owners' Assembly, Inc. and Abacoa Development Company (during the period Developer's Rights and Obligations remain in force, as defined in the Abacoa Declaration of Covenants, Conditions and Restrictions).

IN WITNESS WHEREOF, the Incorporators have hereunto affixed their signatures, this 3rd day of October, 2006.

  
James Gomez

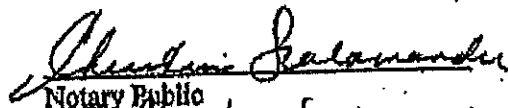
  
David A. Koon

  
John Olinger

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of October, 2006, by James Gomez, David A. Koon, and John Olinger. They are personally known to me.



  
Notary Public  
Name: Christine Scalapando  
Commission # 5556313  
Expiration date: 8/31/2010

**CERTIFICATE DESIGNATING A REGISTERED OFFICE AND  
A REGISTERED AGENT FOR THE SERVICE OF PROCESS  
WITHIN THE STATE OF FLORIDA**

In accordance with Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

**WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Palm Beach Gardens, County of Palm Beach, State of Florida, has named John Olinger located at 4500 PGA Boulevard, City of Palm Beach Gardens, County of Palm Beach, State of Florida, as its agent to accept service of process within the State of Florida.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and agree to comply with the provision of the Act relative to keeping open said office.

By:   
John Olinger

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 SEP 27 PM 1:46

B-9

Windsor Park Abacoa Articles.doc



EXHIBIT C

BY-LAWS  
OF  
WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1. Name. The name of the Association shall be Windsor Park Abacoa Homeowners Association, Inc. ("Association").
2. Principal Office. The initial office of the Association shall be located in Palm Beach County, Florida. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.
3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Windsor Park, ("Declaration"), or in the Articles of Incorporation of Windsor Park Abacoa Homeowners Association, Inc. ("Articles"). The term, "Unit", as used herein shall include both Townhouse Units and Units.

ARTICLE II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, AND PROXIES

1. Membership. The qualification of Members, the manner of their admission to membership, and the termination of such membership shall be as set forth in the Articles or in the Declaration.
2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Property or as convenient thereto as possible and practical.
3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur at least thirty (30) but not more than one hundred and twenty (120) days after the close of the Association's fiscal year on a date and at a time set by the Board.
4. Special meetings of the Membership shall be held at any place within the County, whenever called by the President or Vice President or by a majority of the Board. In addition, it shall be the duty of the President to call a special meeting if so directed by the resolution of a majority of a quorum of the Board, or upon a petition signed by the Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more sixty (60) days before the date of such meeting, by or at

the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall be signed by an officer of the Association. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member of alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days after the date for which the meeting was originally called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

8. Voting. Each Unit shall be entitled to one (1) vote on any Association matter requiring a vote of the Members. The vote to which any Unit is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Section. In no event shall more than one vote be cast with respect to any one Unit. Except as otherwise provided in this Article, each Member who is designated and entitled to cast the vote for any Unit shall be named in a voting certificate signed by all Owners of such Unit and filed with the Association. In the event such voting certificate is not filed with the Association, the vote to which such Unit is entitled shall be not considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If the Unit is owned jointly by a husband and wife, the provisions of subsection (D) below shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of title to, the Unit to which the voting certificate pertains.

Voting rights shall be established as follows:

A. In the event an Owner is one person, that person's right to vote shall be established by the recorded title to his Unit.

B. In the event a Unit is owned by more than one person or entity, those persons or entities shall sign a voting certificate designating one of them for the purpose of casting the vote that is appurtenant to their Unit.

C. In the event a Unit is owned by an entity, or an entity is designated as the Owner entitled to cast the vote for a Unit, such entity shall designate a partner, officers, fiduciary, or employee of the entity to cast the vote that is appurtenant to the Unit. The voting certificate for such Unit shall be signed by any duly authorized partner or officer of the entity.

D. Notwithstanding anything to the contrary contained in these By-Laws, in the event a Unit is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their Unit:

i. The husband and wife may, but shall not be required to, designate one of them as the voting Member;

ii. In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their Unit, and if both persons are present at any regular or special meeting of the Members and are unable to concur in their decision upon any subject requiring a vote of the Members, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and

iii. In the event the husband and wife do not designate the person entitled to cast the vote appurtenant to their Unit, and only one of them is present at any meeting, the Member present may cast the vote to which their Unit is entitled, without establishing the concurrence of the absent Member.

9. Proxies. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him, and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated in the proxy and any adjournments of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

10. Majority. As used in these By-Laws, the term "Majority" shall mean those votes, Members, Owners, or other group as the context may indicate, totaling more than fifty (50%) percent of the total number.

11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person, by alternate, or by proxy of the Members representing thirty (30%) percent of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

12. Conduct of Meetings. The President, or his designated alternate, shall preside over all meetings of the Association, and the Secretary, or his designated alternate, shall keep the minutes of the meeting, record in a minute book all resolutions adopted at the meeting, and record all transactions

occurring at the meeting. Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

13. Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Unit, each Member who is designated to vote on behalf of such Unit.

14. Secret Ballot. At any time prior to a vote upon any matter at any meeting by Members, any Member may require that a vote be made by secret written ballot.

### ARTICLE III

#### BOARD OF DIRECTORS: NUMBER, POWERS, AND MEETINGS

1. Composition and Selection.

A. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. After the Transfer Date, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a Director.

B. Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than five (5), as provided below. The initial board shall consist of three (3) members as identified in the Articles. The Board elected on the Transfer Date, and the Board for each succeeding year, shall have five (5) Directors.

2. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each Annual Members' Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall be permitted from the floor. All nominees and candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3. Election and Term of Office. The provisions of the Articles setting forth the terms of the Directors service is incorporated herein by reference. The Directors shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

4. Removal of Directors and Vacancies.

A. A Director elected by the Membership may be removed from office for any reason deemed by the Members to be in the best interests of the Association, upon the affirmative vote or the agreement in writing of a majority of the Members at a special meeting of the Members. A special meeting of Members to so remove a Director elected by them shall be held, subject to the notice provisions hereof, upon the written request of ten percent (10%) of the Members. However, before any Director is removed from office, he shall be notified in writing at least two (2) days prior to the meeting at

which the motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

B. The Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by the Members.

C. A Director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated, and thereafter removed, by it, or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

D. Any Director elected by the Membership who has three (3) consecutive unexcused absences from Board meetings, or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor.

#### 5. Meetings.

A. Organization Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

B. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of the meeting shall be communicated to Directors not less than two (2) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver or a written consent to holding of the meeting. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

C. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President of the Association or by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least two days (2) before the time set for the meeting. Notices given by personal delivery or telephone shall be delivered or telephoned at least twenty-four (24) hours before the time set for the meeting.

D. Waiver of Notice. The transactions of any meetings of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors

not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

E. Quorum of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days after the date for which the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. The notice provisions for the reconvened meeting shall be as determined by the Board.

F. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

G. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board, and all transactions and proceedings occurring at such meetings. Minutes of all Board meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

H. Open Meetings. Except for actions taken without a formal meeting, all meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussions or deliberations unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Member may speak. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meetings or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

I. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

6. Powers and Duties. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members or the Membership generally.

The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- A. Preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Association Expenses;
- B. Making Assessments to defray the Association Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessment; provided, unless otherwise determined by the Board, the annual Assessment for each Member's proportionate share of the Association Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter for said quarter;
- C. Providing for the operation, care, upkeep, and maintenance of all of the Common Areas;
- D. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- E. Collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- F. Making and amending rules and regulations;
- G. Opening of bank accounts on behalf of the Association and designating the signatories required;
- H. Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- I. Enforcing by legal means the provisions of the Declaration, the Articles, these By-Laws, and the Rules and Regulations adopted by it;
- J. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- K. Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- L. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

M. Making available to any prospective purchaser of a Unit, any Owner of a Unit, any Institutional Mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Unit, current copies of the Declaration, the Articles, the By-Laws, Rules and Regulations governing the Unit, and all books, records, and financial statements of the Association; and

N. Permitting utility supplies to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

7. Management Agent.

A. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manger, subject to the Board's supervision, all of the powers granted to the Board by these By-Laws. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager.

B. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on not more than ninety (90) days written notice.

8. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

A. Accrual accounting, as defined by generally accepted accounting principles, shall be employed.

B. Accounting and controls should conform to the federal income tax basis of accounting;

C. Cash accounts of the Association shall not be commingled with any other accounts;

D. No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

E. Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

F. Commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

i. An income statement reflecting all income and expense activity for the preceding period on an accrual basis;

ii. A statement reflecting all cash receipts and disbursements for the preceding period;



iii. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

iv. A balance sheet as of the last day of the preceding period; and

v. A delinquency report listing all Owners who are delinquent in paying the quarterly installments of Assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A quarterly installment of the Assessment shall be considered to be delinquent on the fifteenth (15<sup>th</sup>) day of the first month of each quarter unless otherwise determined by the Board of Directors).

9. Borrowing. The Board shall have the power to borrow money for the limited purposes of maintenance, repair, or restoration of the Common Areas without the approval of the Members. The Board shall also have the power to borrow money for other purposes; provided, the Board shall first obtain Member approval in the same manner provided in the Declaration for Special Assessments in the event that the proposed total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

10. Rights of the Association. In accordance with the Articles and By-laws, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of a majority of all the Directors.

11. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Unit of the violating Owner, for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote for nonpayment of Assessments. In the event that any Occupant of a Unit violates the Declaration, By-Laws, or a Rule or Regulation and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the occupant within the time period set forth by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any Rule or Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

A. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may request a hearing before the Fines Committee, which shall be a committee of at least three (3) Members appointed by the Board, who are not officers, Directors, or employees of the Association; or the spouse, parent, child, brother, or sister of an officer, Director, or employee of the Association; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the hearing request is made within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

B. Hearing. If a hearing is requested in a timely manner, the hearing shall be held by the Fines Committee affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officers, Director, or Member who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. If the Fines Committee, by a majority vote, does not approve a proposed fine or sanction,

it may not be imposed. The Board or the Fines Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

C. Appeal. Following a hearing before the Fines Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within thirty (30) days after the hearing before the Fines Committee.

D. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the Rules and Regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

#### ARTICLE IV

##### OFFICERS

1. Officers. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing an officer as an employee of the Association, or preclude the contracting with an officer for the management of the Association.

A. The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a corporation not-for-profit including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board and the Membership.

B. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall exercise the powers and perform the duties of the Presidency in such order.

C. The Secretary shall cause to be kept the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the

records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President.

D. Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of the Treasurer.

2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

4. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Agreements, Contracts, Deed, Leases, Checks, Etc. All agreements, contracts, deed, leases, checks, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board.

## ARTICLE VI

### COMMITTEES

1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

2. Fines Committee. In addition to any other committees which may be established, the Board may appoint a Fines Committee consisting of at least three (3) Members who are not officers, Directors, or employees of the Association; or the spouse, parent, child, brother, or sister of an officers, Director, or employee of the Association. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Fines Committee, if established, shall be the hearing tribunal of the Association, and shall conduct all hearings pursuant to these By-Laws.

## ARTICLE VI

### MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules or Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

RM:5964751:7

3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

4. Books and Records.

A. Inspection by Members and Mortgagees. The Declaration and By-Laws, Membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Institutional Mortgagee, Member, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Property as the Board shall prescribe.

B. Rules of Inspection. The Board shall establish reasonable rules with respect to:

- i. Notice to be given to the custodian of the records;
- ii. Hours and days of the week when such an inspection may be made; and
- iii. Payment of the cost of reproducing copies of documents requested.

C. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been given if delivered personally or if sent by United States Mail, first class postage prepaid:

A. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

B. If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this paragraph.

6. Amendments.

A. Prior to the conveyance of the first Unit, Developer may unilaterally amend these By-Laws. After such conveyance, the Developer may unilaterally amend these By-Laws so long as it still owns property submitted to the Declaration for development as part of the Property, and so long as the amendment has no material adverse effect upon any right of any Member.

B. Thereafter and otherwise, these By-Laws may be amended not only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of voting Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

C. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

D. No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any mortgagee, the validity of the mortgage held by such Institutional Mortgagee, or any of the rights of the Developer, without their prior written consent.

E. No modification or amendment to these By-Laws shall be adopted without the prior written consent of the Abacoa Property Owners Assembly, Inc. and the Abacoa Development Company.

7. Arbitration. Internal disputes arising from the operation of the Association among the Owners, the Board, or their agents and assigns may be resolved by voluntary binding arbitration. Any party to such arbitration may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

8. Captions and Headings. The captions and headings pertaining to the articles and sections of these By-Laws are solely used for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these By-Laws.

9. Severability. In the event any of the terms or provisions contained in these By-Laws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these By-Laws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these By-Laws.

10. Number and Gender. Whenever used in these By-Laws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

11. Governing Laws. The terms and provisions contained in these By-Laws shall be construed in accordance with and governed by the laws of the State of Florida.

WINDSOR PARK ABACOA HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_  
James Gomez, President

Attest: \_\_\_\_\_  
David A. Koon, Vice President

EXHIBIT D

RULES AND REGULATIONS  
FOR  
WINDSOR PARK

The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Windsor Park ("Declaration") are incorporated herein as part of these Rules and Regulations.

1. The Owners and lessees of each Lot shall abide by each and every term and provision of the Declaration, and each and every term and provision of the Articles of Incorporation, and By-Laws of the Association.
2. No bicycles, tricycles, scooters, baby strollers or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, bridges, sidewalks, and streets shall not be obstructed.
3. Any damage to the Common Areas, property, or equipment of the Association caused by any Owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.
4. An Owner will not park or position his vehicle so as to prevent access to another Lot. The Owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all Owners.
5. No Owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each Lot Owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.
6. Except as may be permitted in accordance with the Declaration, no transmitting or receiving aerial or antenna shall be attached to or hung from any part of a Lot or the Common Areas.
7. All garbage and refuse from the Lots shall be deposited with care in each Owner's private garbage containers, which shall be placed so they are not visible from the Roads or from adjoining Units. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on the Common Areas.
8. All Owners shall comply with the use restrictions as set forth in the Declaration.
9. No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.
10. Complaints regarding the management of the Association, or regarding the actions of other Owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.
11. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board.

12. These Rules and Regulations may be modified, added to, or repealed in accordance with the By-Laws of the Association.

By Resolution of the Board of Directors of  
Mallory Creek Homeowners Association, Inc.