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MIAMI-DADE COUNTY, FLORIDA

Prepared by and Return to:
Gonzalez & Wermuth, PL
Attn: Ricardo A. Gonzalez
8750 NW 36 Street, Suite 425
Miami, Florida 33178

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
IVES DAIRY TOWNHOMES**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR IVES DAIRY TOWNHOMES ("DECLARATION") is made this 25th day of January, 2013, by IVES DAIRY INVESTMENTS, LLC, a Florida limited liability company ("DECLARANT").

WHEREAS, DECLARANT is the owner of the SUBJECT PROPERTY as described in the DECLARATION and desires to create a residential community on such property with open spaces and other common facilities for the benefit of such community, to be known as "IVES DAIRY TOWNHOMES" (the "PROJECT"); and

WHEREAS, that certain Declaration of Covenants and Restrictions for Ives Dairy Townhomes was recorded in Official Records Book 24663, at Page 1798 of the Public Records of Miami-Dade County, Florida (the "ORIGINAL DECLARATION");

WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in such community and for the maintenance of its common properties; and

WHEREAS, DECLARANT desires to amend and restate the ORIGINAL DECLARATION and to replace the same in its entirety with this DECLARATION and subject IVES DAIRY TOWNHOMES to the covenants, conditions and restrictions contained in this DECLARATION.

WHEREAS, DECLARANT has deemed it desirable for the efficient preservation of the values and amenities in such community, to delegate and assign to a not-for-profit corporation the powers of maintaining and administering the community properties and facilities and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, DECLARANT has incorporated under the laws of the State of Florida, as a not-for-profit corporation, **IVES DAIRY TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, for the purposes of exercising the functions stated above, which

Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes) but is intended to be a Homeowner's Association and governed by Chapter 720 of the Florida Statutes.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

The foregoing RECITALS are true and correct and are incorporated into and form a part of this DECLARATION.

1. DEFINITIONS. The terms used in this DECLARATION, and in the ARTICLES and BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.1 APPROVING PARTY means DECLARANT, so long as DECLARANT owns any LOT, or until DECLARANT assigns its rights as the APPROVING PARTY to the ASSOCIATION, and thereafter means the ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY to the ASSOCIATION in whole or in part.

1.2 ARTICLES means Articles of Incorporation of the ASSOCIATION, attached hereto as Exhibit "A", as same may be amended from time to time.

1.3 ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER'S share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES, or the BYLAWS.

1.4 ASSOCIATION means the corporation established pursuant to the Articles of Incorporation attached hereto as Exhibit "A".

1.5 BOARD means the Board of Directors of the Association.

1.6 BYLAWS means the Bylaws of the ASSOCIATION, attached hereto as Exhibit "B", as same may be amended from time to time.

1.7 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, and ROADS, now or hereafter owned by the ASSOCIATION or which is declared to be COMMON AREAS by this DECLARATION, as well as any area dedicated to or reserved for the ASSOCIATION on the PLAT of the SUBJECT PROPERTY. COMMON AREAS may include entrance feature, access road, interior roads, street lighting,

swimming pool and deck, perimeter wall or fence, parking areas, gates, guard house (which may be manned or unmanned), open areas, landscaping, berms, and retention area(s), provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided. COMMON AREAS shall include (1) the surface water management system as permitted and/or required by the DISTRICT, and (2) any other lands and facilities for the maintenance of which the ASSOCIATION is designated by any governmental authority to be responsible. Any conveyance of COMMON AREAS to the ASSOCIATION shall be subject to all exceptions of record. The legal description for the COMMON AREAS is attached hereto and made a part hereof as Exhibit "C".

1.8 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to the following:

1.8.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations, capital improvements and/or modifications required by governmental authorities.

1.8.2 Expenses of obtaining, repairing, or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION's duties.

1.8.3 Expenses incurred in connection with the administration and management of the ASSOCIATION.

1.8.4 Common water, sewer, trash removal, street lighting, and other common utility, governmental, or similar services for the UNITS which are not separately metered or charged to the OWNERS, or which the ASSOCIATION determines to pay in common in the best interest of the OWNERS.

1.8.5 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.9 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.10 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT any third party who acquires title to all or any portion of the

SUBJECT PROPERTY by written appointment recorded in the public records recorded in the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or any obligations incurred by any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.11 DECLARATION means this document as it may be amended from time to time.

1.12 DISTRICT means the Water Management District or any controlling governmental authority.

1.13 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, or which encumbers any portion of the SUBJECT PROPERTY which is owned by DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER, and notwithstanding anything contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights and protections granted to INSTITUTIONAL LENDERS hereunder, whether or not such mortgage is a first mortgage.

1.14 LOT means each individual plot of land as depicted by the SITE PLAN, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or could contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.15 MEMBER shall mean and refer to all those OWNERS who are members of the ASSOCIATION as provided in section 3 hereof.

1.16 OWNER means the record owner(s) of the fee title to a LOT.

1.17 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.18 PLAT means the recorded plat of IVES DAIRY TOWNHOMES, recorded in Plat Book 165, at Page 19, of the Public Records of Miami-Dade County, Florida.

1.19 ROADS shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, parking areas and avenues as designated and set forth on the PLAT which are adjacent to the OWNERS' LOTS.

1.20 SITE PLAN shall mean the site plan of the SUBJECT PROPERTY as shown in Exhibit "D" attached hereto.

1.21 SERVICE PROVIDERS shall be those companies which may be under contract with the ASSOCIATION, as set forth herein, to provide services to the ASSOCIATION, including but not limited to home monitoring, electricity and/or other utility, communication, entertainment or similar services which may be provided to the UNITS within the SUBJECT PROPERTY.

1.22 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which as of the execution of this DECLARATION is the property described in Exhibit "E" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION by an amendment.

1.23 UNIT means the residential dwelling constructed upon a LOT intended as an abode for one family including, without limitation, an attached, single family townhome.

2. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS AND DELETIONS.

2.1 DECLARATION and Existing Property. This Declaration shall replace entirely the ORIGINAL DECLARATION. This DECLARATION shall relate back to and shall be deemed effective from the date of recording of the ORIGINAL DECLARATION. The SUBJECT PROPERTY is, and shall be, held, transferred, sold, conveyed and occupied subject to this DECLARATION as well as all other matters of record. There are currently one hundred twenty-four (124) LOTS subject to this DECLARATION.

2.2 Additions to or Deletions From Existing Property. Additional lands may become subject to this DECLARATION in the following manner.

2.2.1 Additions or Deletions by the DECLARANT. Subject to the provisions set forth in section 14.10 of this DECLARATION, the DECLARANT may, for a period of twenty (20) years, from time to time bring other lands under the provisions hereof, or remove lands (COMMON AREAS, LOTS or both) by recorded supplemental declarations (which shall not require the consent of OWNERS or the ASSOCIATION or any mortgagee) and thereby add to or delete from the SUBJECT PROPERTY.

2.2.2 Additions by Approval of MEMBERS. Without restriction upon the DECLARANT to add to the SUBJECT PROPERTY in the manner provided in this section 2.2, upon approval in writing of the ASSOCIATION pursuant to a vote of its MEMBERS as provided in the ARTICLES, the owner of any property who desires to add to the scheme of this DECLARATION and to subject it to the jurisdiction of the ASSOCIATION, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this DECLARATION to such

property.

2.3 PLAT and SITE PLAN Changes. DECLARANT reserves the right to make such changes and/or modifications to the PLAT or SITE PLAN as are required by appropriate governmental authorities or as DECLARANT deems necessary.

3. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the laws of the State of Florida.

3.1 ARTICLES. No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.2 BYLAWS. No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as provided herein.

3.3 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS, and all powers set forth in Chapters 617 and 720, Florida Statutes. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

3.4 Approval or Disapproval of Matters. Whenever the approval, consent, or decision of the OWNERS is required, such approval, consent, or decision shall be made at a duly called meeting of the ASSOCIATION at which a quorum exists, in accordance with the ARTICLES and the BYLAWS.

3.5 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or of a certain percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.6 Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion.

3.7 Membership. All OWNERS shall be MEMBERS of the ASSOCIATION.

Membership as to each LOT shall be established and transferred as provided by the ARTICLES and the BYLAWS.

3.8 OWNERS' Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.9 DECLARANT's Rights as to the ASSOCIATION. So long as the DECLARANT is the OWNER of any of the LOTS or UNITS which it offers for sale in the ordinary course of business, the Board shall have no authority to and shall not, without DECLARANT's consent, undertake any action which shall:

3.9.1 prohibit or restrict in any manner the sales and marketing program of the DECLARANT;

3.9.2 decrease the level of maintenance services of the ASSOCIATION performed by the initial Board of Directors as specified in the initial budget of the ASSOCIATION.

3.9.3 make any special or individual assessment against or impose any fine upon the DECLARANT's property within the PROJECT, or upon the DECLARANT;

3.9.4 authorize or undertake any litigation against the DECLARANT;

3.9.5 alter or amend the DECLARATION, any subsequent amendment thereto, the ARTICLES or BYLAWS;

3.9.6 terminate or waive any rights of the ASSOCIATION under this DECLARATION;

3.9.7 terminate or cancel any easements granted hereunder or by the ASSOCIATION;

3.9.8 terminate or impair in any fashion any easements, powers or rights of the DECLARANT hereunder.

4. COMMON AREAS, DUTIES, AND OBLIGATIONS OF THE ASSOCIATION.

4.1 Conveyance of COMMON AREAS to ASSOCIATION.

4.1.1 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, and the ASSOCIATION shall be required to accept such conveyance. Any such conveyance may be by quitclaim deed and shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located. Such property shall be conveyed in "where is, as is" condition, and without any warranty, including but not limited to any warranty of merchantability or of fitness for a

particular purpose, or the adequacy of the size or capacity in relation to the utilization or operation thereof. However, DECLARANT or any other party transferring any COMMON AREA to the ASSOCIATION will assign to the ASSOCIATION any warranties which they receive from contractors, manufacturers, or suppliers. Any such conveyance shall be subject to all covenants, restrictions, easements, reservations and limitations of record, the SITE PLAN, real and personal property taxes for the year in which the conveyance takes place and any easements created or allowed by the terms of this DECLARATION. Notwithstanding the foregoing, DECLARANT shall not have the obligation to convey any property to the ASSOCIATION, and if DECLARANT desires to convey any property to the ASSOCIATION, the timing of the conveyance shall be in the sole discretion of DECLARANT.

4.1.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

4.2 Use and Benefit.

4.2.1 All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any LOT from time to time, and any other PERSONS authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREAS or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their LOTS. Such easements of enjoyment shall include but not be limited to the MEMBER's right of ingress or egress on the streets, roadways, and walkways of the COMMON AREAS for purposes of access to the MEMBER'S LOT.

4.3 Grant and Modification of Easements. The ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the ASSOCIATION.

4.4 Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of not less than two-thirds (2/3) of the votes of the OWNERS shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding the sum equal to one

(1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair, or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith, nor shall it be required with respect to any alterations, additions or removals in connection with the construction of the COMMON AREAS by DECLARANT. The cost and expense of any such additions, alterations, or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. DECLARANT shall have the right to make additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

4.5 Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE.

4.6 Taxes. The ASSOCIATION shall pay, without proration, all real and personal property taxes and assessments, if any, assessed against any property owned by the ASSOCIATION, as a COMMON EXPENSE.

4.7 Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefore from the ASSOCIATION, plus interest and any costs of collection including attorneys' fees.

4.8 Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "Repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the OWNERS. If any landscaping within any COMMON AREA or any other property maintained by the ASSOCIATION is damaged or destroyed, the ASSOCIATION shall be obligated to make only such Repairs to the landscaping as are determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

4.9 Maintenance Responsibilities of the ASSOCIATION. The responsibility for the maintenance of the SUBJECT PROPERTY is divided between the ASSOCIATION and the OWNERS, as set forth herein. The ASSOCIATION and the OWNERS are granted certain enforcement rights pursuant to this DECLARATION in the event the responsible party does not carry out its or their respective maintenance responsibilities.

4.9.1 The ASSOCIATION shall maintain all COMMON AREAS and property

owned by the ASSOCIATION, and all improvements thereon, in good condition at all times.

4.9.2 The ASSOCIATION shall maintain all roofs and building structures of the COMMON AREAS only, it being understood that it shall be the sole responsibility of each individual OWNER to maintain the roof of their UNITS. The ASSOCIATION is responsible for all exterior COMMON AREA painted areas, which shall be repainted as reasonably necessary, with colors which are harmonious with the Subject Property. OWNERS are responsible for the painting of their UNITS, however, OWNERS may not change the color of the original paint or otherwise change the exterior of any UNIT without the prior written consent of the ASSOCIATION, which may be withheld, delayed or conditioned at the ASSOCIATION's sole and absolute discretion, and such paint must be harmonious with other UNITS.

4.9.3 The ASSOCIATION shall maintain only such shrubbery, trees, and grass as were originally planted on the COMMON AREAS and replacements thereof. All landscaping planted on an OWNERS LOT shall be maintained by OWNER at OWNER's sole cost and expense. No OWNER may provide landscaping without the written consent of the APPROVING PARTY, which may condition such consent on such OWNER'S agreement to maintain same at OWNER'S sole expense.

4.9.4 The ASSOCIATION shall repair any cracks, damaged and/or eroding areas and shall repair, replace and/or resurface as necessary in the COMMON AREAS.

4.9.5 Except as set forth herein, the ASSOCIATION shall not have exterior maintenance responsibilities, periodic or otherwise, for LOTS and UNITS, and such maintenance is the responsibility of the OWNERS of such UNITS and LOTS.

4.9.6 If, pursuant to any easement, the ASSOCIATION is to maintain any improvement within any property, then the ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable, the ASSOCIATION shall so notify any OWNER otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the ASSOCIATION and not by the OWNER, but at the OWNER's expense, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER in writing.

4.9.7 Without limitation, the ASSOCIATION shall have the right, but not the obligation, to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, on or near any public road rights-of-way within or contiguous to the SUBJECT PROPERTY. To the extent the ASSOCIATION assumes the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION, the ASSOCIATION shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such

entry shall be deemed a trespass and the OWNER or adjoining OWNER's shall be solely responsible for the cost of maintaining same in the proportion to which such OWNER's property abuts such items. Such assumption by the ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, the DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the ASSOCIATION.

4.9.8 The ASSOCIATION may enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property, if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNERS.

4.9.9 Notwithstanding the foregoing, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement thereon, the OWNER of such UNIT shall be liable to the ASSOCIATION for the cost of repair or restoration.

4.9.10 Except as set forth herein, maintenance of the UNITS, including the LOTS, is the responsibility of the OWNERS. The Board of Directors has the right to require the OWNERS to maintain their LOTS in a manner benefitting the standards of the community; and this responsibility of the OWNERS, unless otherwise assumed by the ASSOCIATION in accordance with the terms of this DECLARATION, shall include the OWNER'S obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the LOT.

4.9.11 In the event any OWNER has failed to maintain the exterior of such OWNER'S LOT in accordance with general standards of the community then, after reasonable notice to the OWNER specifying such failure and upon OWNER'S neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the COMMON AREAS, may provide any of the exterior maintenance upon each UNIT it deems necessary, in its sole discretion, including but not limited to the following repairs, replacement and care of gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements and the cost of such maintenance shall be passed on to the OWNER as additional assessments, subject to levy on the UNIT.

4.9.12 In no event shall Miami-Dade County or any applicable municipality be obligated to carry out any of the maintenance obligations of the ASSOCIATION, including but not limited to the maintenance and upkeep of the roads, unless such obligations are undertaken by way of a resolution of the Miami-Dade County Commission or the applicable municipality.

4.10 Water Management and Drainage. It is acknowledged that the surface water

management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for water drainage and for the installation and maintenance of the water management and drainage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to all improvements as may be constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. The water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the DISTRICT and/or any controlling governmental authority. The ASSOCIATION shall maintain as a COMMON EXPENSE the entire water management and drainage system for the SUBJECT PROPERTY, which may include but not be limited to all wetlands, lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the SUBJECT PROPERTY or are owned by the ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the ASSOCIATION shall be deemed to include the maintenance of the banks of any lake or canal, and the maintenance of all landscaping within the SUBJECT PROPERTY which is a COMMON AREA. The ASSOCIATION will have the perpetual obligation to maintain any portion of the surface water management and drainage system for the SUBJECT PROPERTY which is owned and/or maintained by any controlling governmental authority, or which is outside of the SUBJECT PROPERTY. The SUBJECT PROPERTY shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority, and in connection therewith the ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the SUBJECT PROPERTY. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the ASSOCIATION to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or wetland areas, if applicable, under the responsibility or control of the ASSOCIATION.

4.11 Water Management Permit. The water management and drainage system shall be the perpetual maintenance responsibility of the ASSOCIATION, which shall maintain same in accordance with the requirements of the DISTRICT and/or any controlling authority from time to time including but not limited to the requirements and restrictions contained in Permit No. 13-02722-P (the "Permit"). All OWNERS are bound to the requirements set forth in the Permit. A copy of the Permit is available for inspection at the offices of DECLARANT. Copies of any future permit actions shall be maintained by the ASSOCIATION's registered agent for the ASSOCIATION's and all OWNERS' benefit.

4.12 Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not have the right to encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of two-thirds (2/3) of the votes of the OWNERS, including DECLARANT (if DECLARANT is at such time the OWNER of one (1) or more LOTS), subject to the provisions set forth in section 14.10 of this DECLARATION. Notwithstanding the foregoing, if DECLARANT changes the location of any unconveyed LOTS such that a portion of the

COMMON AREA would be within a relocated LOT, then the ASSOCIATION shall have the right without the approval of the OWNERS to convey such portion of the COMMON AREA to DECLARANT, and in connection therewith, DECLARANT shall convey to the ASSOCIATION any property which will be a COMMON AREA due to the relocation of the LOTS. If ingress or egress to any property is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such property, unless alternative ingress or egress is provided to the OWNER(S).

4.13 Perimeter Wall, Berm, or Fence. DECLARANT and the ASSOCIATION shall have an easement along the outer boundary of the SUBJECT PROPERTY. Such easement shall extend into the SUBJECT PROPERTY from the outer boundary, and shall be for the installation and maintenance of a wall, berm, or fence. If any wall, berm, or fence is constructed within such easement, the ASSOCIATION shall maintain the wall, berm, or fence, and the landscaping located between the wall, berm or fence and the outer boundary of the SUBJECT PROPERTY. Such wall, berm, or fence may not be used by any PERSON, other than DECLARANT and the ASSOCIATION, for any purpose, including the hanging or adornment of any fixture, plant or other item.

4.14 Guardhouse and Entry Gate. DECLARANT reserves the right, but shall not have the obligation, to construct a guardhouse and gate at the entrance to the SUBJECT PROPERTY, which may contain manned or unmanned entry system. In no event shall either DECLARANT or the ASSOCIATION have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the failure of any mechanical or electrical entry system to prevent or detect a theft, burglary, or other unauthorized entry into the SUBJECT PROPERTY or otherwise. Any costs associated with maintaining, landscaping, repairing or operating the entry gate will be a COMMON EXPENSE of the ASSOCIATION. Moreover, the ASSOCIATION shall comply with the terms and conditions contained in that certain Entrance Feature Maintenance Agreement recorded in Official Records Book 25520, Page 4279 of the Public Records of Miami-Dade County, Florida. Notwithstanding the foregoing, the cost of complying with any term or condition contained in the aforescribed Agreement shall be funded from ASSESSMENTS and shall be passed through to the OWNERS.

4.15 Streets, Sidewalks and Street Lighting. The ASSOCIATION shall maintain all streets within the Property and all common sidewalks or walkways within the SUBJECT PROPERTY, but not any sidewalk or walkway exclusively serving one LOT. The ASSOCIATION shall also maintain any common street lighting within the SUBJECT PROPERTY, other than any street lighting exclusively serving one LOT, and shall maintain and pay for any utility services used in connection with such common street lighting, if any.

4.16 Special Taxing Districts. DECLARANT has the right to create one or more special taxing districts which shall include, but not be limited to the Ives Dairy Townhomes, Multipurpose Special taxing District created for the purpose of providing the following local services: Trees, Shrubs, Swales, Entrance Features and Wall Maintenance. The cost for providing such services shall be paid by Special Assessments levied against UNITS within such special taxing district. Said Assessments may be collected at the same time and in the same

manner as Ad Valorem Taxes. The special taxing district may also be obligated to pay utility charges and the costs of independent contractors maintaining items that are the responsibility of the special taxing district. DECLARANT shall have the absolute right to negotiate with Miami-Dade County which property and/or UNITS will be included within such special taxing districts. DECLARANT anticipates that numerous other public rights of way and facilities may be included within such special taxing district. Other persons may have the benefit of the special taxing district whose property is not included within the district. In addition, as long as DECLARANT controls the ASSOCIATION, DECLARANT shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the COMMON AREAS of the ASSOCIATION to a public agency or authority under such terms as DECLARANT deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by DECLARANT, including without limitation, the maintenance and/or operation of any of the foregoing. DECLARANT may sign any taxing district petition as attorney-in-fact for each OWNER.

5. INSURANCE. The ASSOCIATION shall purchase and maintain insurance on all of the COMMON AREAS, including any structures and roofs of the guardhouse and clubhouse and buildings in the COMMON AREAS in accordance with the following provisions:

5.1 Purchase, Custody and Payment of Policies.

5.1.1 All such insurance policies purchased by the ASSOCIATION shall be issued by an insurance company authorized to do business in Florida.

5.1.2 The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for all OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

5.1.3 All policies purchased by the ASSOCIATION shall provide that payments for losses made by the insurer on account of casualty to any portion of the structures and roofs of the COMMON AREAS shall be paid to the Association, and all policies and endorsements for casualty losses shall be deposited with the Association.

5.1.4 Any deductible or exclusion under an insurance policy purchased by the ASSOCIATION shall be a common expense, and shall be such sum as is approved by the Board of Directors of the ASSOCIATION.

5.2 Coverage.

5.2.1 Casualty. The ASSOCIATION shall procure and maintain casualty insurance on the structures and roofs of all buildings in the COMMON AREAS, equal to one hundred percent (100%) of the then current replacement cost, as determined annually by the ASSOCIATION. Such coverage shall afford protection against:

5.2.1.1 Fire and other hazards. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

5.2.1.2 Other risks. Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

5.2.2 Comprehensive general public liability insurance. The ASSOCIATION shall purchase and maintain comprehensive general public liability insurance insuring the ASSOCIATION against loss or damage resulting from accidents or occurrences on or about or in connection with the COMMON AREAS, or any work, matters or things related to the COMMON AREAS or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, and with cross liability endorsement to cover liabilities of the OWNERS as a group to an OWNER, if available.

5.2.3 Workers' Compensation. Workers' Compensation insurance shall be maintained as required to meet statutory or regulatory requirements.

5.2.4 Errors and Omissions. Officers and Directors errors and omissions insurance shall be maintained in such amounts as determined necessary by the Board of Directors.

5.2.5 Additional provisions. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

5.2.5.1 subrogation against the ASSOCIATION and against the OWNERS individually and as a group;

5.2.5.2 any pro rata 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

5.2.5.3 avoid liability for a loss that is caused by an act of one or more directors of the ASSOCIATION or by one or more OWNERS; and shall provide that such policies may not be canceled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days' prior written notice to the ASSOCIATION.

5.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a common expense.

5.4 Distribution of Proceeds. Proceeds of insurance policies shall be distributed in the following manner:

5.4.1 The proceeds shall be paid to defray the cost of repairs or reconstruction.

Any proceeds remaining after defraying such cost shall be distributed to the ASSOCIATION.

5.4.2 In no event may any hazard insurance proceeds for losses to any portion of the COMMON AREAS be used for other than expenses for repair, replacement or reconstruction of any damage, without the approval of at least eighty percent (80%) of the votes of the OWNERS.

5.4.3 In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all OWNERS who may be exposed to the liability, and they shall have the right to intervene and defend.

5.5 Waiver. If the BOARD determines that the insurance required to be purchased by the ASSOCIATION pursuant to this section would be unduly expensive, or if such insurance is not obtainable, the ASSOCIATION may purchase insurance with less coverage than specified above, provided the BOARD gets the approval of a majority of the OWNERS as to such action.

5.6 Owner's Insurance. Association shall have the right to require Owners to submit copies of their insurance binders to the Association on an annual basis. In the event that an Owner does not have the Unit insured, Association shall have the right, but not the obligation, to force place such insurance and pass on the cost of such insurance to the Owner in the form of an additional Assessment and the Association shall have all rights with regards to the creation of a lien for such Assessment as it does for all other Assessments.

6. EASEMENTS. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to interfere unreasonably with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

6.1 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, their guests and invitees.

6.2 Perpetual Nonexclusive Easement in COMMON AREAS The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

6.3 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing

from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to serve adequately the SUBJECT PROPERTY including, but not limited to, electricity, wires, poles, guys, cables, conduits and appurtenant equipment, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. An OWNER shall do nothing on such OWNER'S LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utility service facilities contained in, around or under the LOT and to remove any improvements, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines of system of communications of power transmission or distribution which impair the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the OWNER'S permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER. Moreover, a private sanitary sewer pump station and associated other facilities shall be maintained on the COMMON AREAS, including gravity sewer lines, from which the SUBJECT PROPERTY shall be connected to the sanitary sewer system owned and operated by the County. The ASSOCIATION shall provide for the operation and maintenance of all private sanitary sewer system facilities serving the SUBJECT PROPERTY, including but not limited to all pipes and appurtenances and pumping stations. The Association shall have the authority to impose assessments against UNITS within the SUBJECT PROPERTY for the operation and maintenance of the sanitary sewer system, and to impose liens on UNITS within the SUBJECT PROPERTY failing to make timely payments of required assessments. The Association shall retain an easement in order to maintain and operate same and to make, at its sole expense, any reasonable changes or additions to keep pressures compatible with the County's system and hereby grants reciprocal cross-easements to the owners of each phase or stage of development, in and over the SUBJECT PROPERTY for utilities, water and sewer lines so that the integrity of the development shall be maintained. Any official inspector of Miami-Dade county, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and investigating the use of the premise to determine whether or not the requirements of the building and zoning regulations, the environmental and resource management requirements, and other conditions herein agreed are to being complied with by the ASSOCIATION. The ASSOCIATION shall cause the temporary, private sanitary sewage pumping station to be disconnected and shall cause connection to the County's future sanitary sewer collection system when said collection system becomes available. The cost of this work shall be borne solely by the ASSOCIATION, as may be passed through to the OWNERS in form of ASSESSMENTS.

6.4 Encroachments on Lots or Common Properties. In the event any portion of any roadway, walkway, parking area, common or party wall, driveway, UNIT, foundation, footing, roof drainage system, roof, trellis, water lines, sewer lines, sprinkler system or any other structure as originally constructed by DECLARANT or its designee, successor or assign, overhangs or encroaches upon any UNIT, LOT or COMMON AREA, it shall be deemed that the OWNER of such UNIT, LOT or COMMON AREA has granted a perpetual non-exclusive

easement to the OWNER of the adjoining LOT, UNIT or COMMON AREA or the ASSOCIATION, as the case may be, for continuing maintenance and use of such overhanging or encroaching roadway, walkway, parking area, common or party wall, driveway, UNIT, foundation, footing, roof draining system, roof, trellis, water lines, sewer lines, sprinkler system or any other structure originally constructed by the DECLARANT. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, common or party wall, driveway, UNIT, foundation, footing, roof draining system, roof, trellis, water lines, sewer lines, sprinkler system or any other structure, if same are constructed in substantial conformance to the original. The foregoing provisions shall be perpetual in duration and shall not be subject to amendment.

6.5 Additional Easements. DECLARANT (so long as it owns any LOT) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of DECLARANT or any person, entity, public or quasi-public authority or utility company, including but not limited to the School Board of Miami-Dade County, or (ii) modify, relocate, abandon or terminate existing easements benefitting or affecting the SUBJECT PROPERTY, except that the ASSOCIATION shall not terminate any easements benefitting DECLARANT so long as DECLARANT owns any LOT. In connection with the grant, modification, relocation, abandonment or termination of any easement, DECLARANT reserves the right to relocate ROADS, parking areas, utility lines, and other improvements upon or serving the SUBJECT PROPERTY. So long as the foregoing will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no consent of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the consent of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DECLARANT and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

6.6 Sale and Development Easement. DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion, or leasing of any LOT or UNIT within the SUBJECT PROPERTY or within any other property owned by DECLARANT.

6.7 Limitation of MEMBERS' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

6.7.1 The right of the ASSOCIATION, as provided in its ARTICLES and BYLAWS, to suspend the enjoyment rights of any MEMBER for any period during which any ASSESSMENT remains unpaid, or for a period of not to exceed sixty (60) days for any violation of this DECLARATION, the ARTICLES, BYLAWS, or published rules and regulations;

6.7.2 The right of the ASSOCIATION to consent or modify the legal descriptions of COMMON AREAS;

6.7.3 The right of the ASSOCIATION to grant exclusive easements and rights-of-way over certain parts of the COMMON AREAS to MEMBERS of the ASSOCIATION when the ASSOCIATION deems it necessary;

6.7.4 The right of the DECLARANT, without approval of the ASSOCIATION or the membership, to dedicate easements and rights-of-way over the COMMON AREAS in accordance with the terms of this DECLARATION; and

6.7.5 The right of the ASSOCIATION to grant to governmental agencies or other public or private entities the right to install and maintain water, sewer, drainage, irrigation, electrical, telephone and cable television facilities within the COMMON AREAS.

6.8 DECLARANT's Right to Grant Easements. So long as DECLARANT owns a Lot, DECLARANT reserves the exclusive right to grant, in its sole and absolute discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance and other purposes over, under, upon and across the SUBJECT PROPERTY so long as any said easements do not materially and adversely interfere with the intended use of UNITS previously conveyed to OWNERS. All easements necessary for such purposes are reserved in favor of DECLARANT, in perpetuity, for such purposes. Without limiting the foregoing, DECLARANT may relocate any easement affecting a UNIT, or grant new easements over a UNIT, after conveyance to an OWNER, without the joinder or consent of such OWNER, so long as the grant of easement or relocation of easement does not materially and adversely affect the OWNER'S use of the UNIT as a residence. As an illustration, DECLARANT may grant as easement for irrigation, drainage lines or electrical lines over any portion of a LOT so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such LOT. DECLARANT shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The ASSOCIATION and OWNERS will, without charge, if requested by DECLARANT: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The ASSOCIATION will not grant any easements, permits or licenses to any other entity providing the same services as those granted by DECLARANT, nor will it grant any such easement, permit or license prior to the date upon which DECLARANT no longer owns any LOT or UNIT without the prior written consent of DECLARANT, which may be granted or denied in its sole and absolute discretion.

6.9 Utility and Sidewalk Easements. A utility easement is hereby granted across the front and/or rear yard of each LOT adjacent to the front and/or rear LOT line. In addition, there shall be an easement for pedestrian traffic over, upon and/or across any sidewalks that lie within a LOT. Notwithstanding anything to the contrary contained herein, the utility easements shall not exceed ten (10) feet in width, unless approved by DECLARANT in writing.

6.10 Easement for Governmental Health, Sanitation and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the COMMON AREAS.

6.11 Access Easement. The ROADS, walkways, sidewalks and other rights-of-way within the COMMON AREAS are hereby declared and reserved to be subject to a perpetual easement over and across same for ingress, access to, and egress from the COMMON AREAS, and any LOTS and other properties within the SUBJECT PROPERTY adjacent to the COMMON AREAS in favor of the OWNERS and tenants of such LOTS and properties and their guests, invitees and licensees, the DECLARANT, the ASSOCIATION and all MEMBERS of such ASSOCIATION, their guests, invitees and licensees, to be used in a manner consistent with the purposes set forth herein. Notwithstanding anything to the contrary, the DECLARANT shall have the right to convey all of the streets and roads to Miami-Dade County.

7. USE RESTRICTIONS.

7.1 One UNIT Per LOT. Only one UNIT shall be constructed on any LOT.

7.2 Garages. Each UNIT shall have an attached garage providing parking for one (1) automobile. All garage doors shall remain closed when not in use.

7.3 Occupancy. No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. Temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

7.4 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or within any LOT or UNIT, without the consent of the APPROVING PARTY. The foregoing shall not prohibit any OWNER from leasing such OWNER'S UNIT.

7.5 Leases. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of all leases shall be delivered to the APPROVING PARTY prior to occupancy by the tenant(s). No lease shall be for a period of less than twelve (12) months, and no UNIT may be leased more than two (2) times in any consecutive Twelve (12) month period, without the consent of the APPROVING PARTY.

7.6 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat in appearance and in good condition.

7.7 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, except storage sheds, which shall be completely hidden from view from the street and which shall not violate any set-back requirements for permanent structures.

7.8 Garbage, Trash and Recycling Items. Each OWNER shall regularly pick up all garbage, trash, recycling items, refuse or rubbish on the OWNER'S LOT. Garbage, trash, refuse or rubbish that is required to be placed and kept at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

7.9 Vehicles and Boats.

7.9.1 Only vehicles manufactured and used as private passenger vehicles, and trucks up to one (1) ton, may be parked within the SUBJECT PROPERTY overnight, unless kept within an enclosed garage.

7.9.2 No other transportation vehicles, including but not limited to vans, pick-up trucks, trucks in excess of 1 ton, recreational vehicles, campers, boats and trailers, and no vehicle containing commercial lettering, signs or equipment, may be parked or stored outside a RESIDENCE overnight, or on a continuing or habitual basis, as determined in the sole discretion of the APPROVING PARTY, without the prior written consent of the APPROVING PARTY. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY or the temporary parking of automobiles owned by governmental law enforcement agencies.

7.9.3 No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY.

7.9.4 The OWNER and residents of any RESIDENCE may not keep more than three (3) vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the APPROVING PARTY.

7.9.5 Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the SUBJECT PROPERTY or parked overnight outside of an enclosed garage, except with the prior written consent of the APPROVING PARTY, which may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

7.9.6 All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicles shall be made on the SUBJECT PROPERTY.

7.10 Pets. The APPROVING PARTY retains the right to impose restrictions within the SUBJECT PROPERTY as to limitations of the number of permitted pets and types of pets. Notwithstanding the foregoing, no animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Pets permitted under these provisions may be kept in a RESIDENCE so long as such pets do not constitute a nuisance. Any pet must be carried or kept on a leash when outside of a LOT or fenced-in area. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this section.

7.11 Landscaping. As set forth in Section 4.9, no OWNER shall install or maintain any landscaping on any portion of his or her LOT to be maintained by the ASSOCIATION, without the prior written consent of the APPROVING PARTY. Each OWNER is required to maintain the additional, approved landscaping on such OWNER'S LOT, all in accordance with the landscaping plans approved by the APPROVING PARTY and in accordance with the provisions of this DECLARATION and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. All landscaped areas shall not be paved or covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly removed and replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any LOT. No OWNER may utilize any lake or retention area for the purpose of irrigating a LOT.

7.12 Maintenance. Each OWNER shall maintain such OWNER'S UNIT and all improvements and personal property upon the LOT in first class condition at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in this DECLARATION. All exterior doors, windows, patio areas, pools, screenings, and awnings shall be maintained by OWNERS in first class condition and repair and in a neat and attractive manner. No OWNER shall change the exterior appearance of his or her UNIT. All sidewalks, driveways and parking areas within the OWNER'S LOT or serving the OWNER'S UNIT shall be cleaned and kept free of debris.

7.13 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

7.14 Clotheslines and Outside Clothes Drying. No clotheslines or clothes-poles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the APPROVING PARTY shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval

must be in writing.

7.15 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

7.16 Outside Antennas. Outside signals receiving or sending antennas, dishes or devices are permitted without the consent of the APPROVING PARTY so long as they are not visible from the street and are no larger than 30" in diameter. The foregoing shall not prohibit any antenna or signal receiving dish owned by the APPROVING PARTY which services the entire SUBJECT PROPERTY.

7.17 Water Surface Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written consent of the ASSOCIATION and any controlling governmental authority, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities.

7.18 Wells. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and the utility company supplying potable water to the SUBJECT PROPERTY.

7.19 Further Subdivision. No LOTS shall be further subdivided without the prior written consent of the APPROVING PARTY if same would result in the creation of more LOTS than before such re-subdivision. Notwithstanding the foregoing, portions of a LOT may be conveyed to the OWNER(s) of contiguous LOT(s) in order to increase the size of the contiguous LOT(s), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the public records of the county where the SUBJECT PROPERTY is located and approved by the ASSOCIATION.

7.20 Garbage Containers. Oil and Gas Tanks. All garbage and refuse containers, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the APPROVING PARTY so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property. All garbage containers must be kept hidden unless it is garbage day in which event the container must be put out for collection but then immediately returned to the UNIT.

7.21 Signs. Once DECLARANT no longer owns any LOTS in the SUBJECT PROPERTY, a portable and tasteful "Open House" advertising sign is permitted upon any LOT for a period not exceeding eight hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2 square feet in size, during such periods when the OWNER or a real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. Notwithstanding the foregoing, so long as DECLARANT continues to own any LOTS in the SUBJECT PROPERTY, no "For Sale" signs are permitted to be placed on any LOT. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

7.22 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

7.23 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a UNIT shall be of a type as approved in writing by the APPROVING PARTY. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the BOARD may otherwise determine. Except as the BOARD may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the APPROVING PARTY shall not be deemed an endorsement of the effectiveness of hurricane shutters.

7.24 Extended Absences. In the event a UNIT will be unoccupied for an extended period, the UNIT must be prepared prior to departure by: (i) notifying the ASSOCIATION in writing; (ii) removing all removable furniture, plants and other objects from outside the UNIT; and (iii) designating a responsible firm or individual to care for the UNIT, should the UNIT suffer damage or require attention and providing a key to that firm or individual, and to comply with the provisions of Section 7.23 above regarding hurricane shutters. The name of the designee shall be furnished to ASSOCIATION. Neither the ASSOCIATION nor the APPROVING PARTY shall have any responsibility of any nature relating to any unoccupied UNIT.

7.25 Special Provisions Regarding Recreational Facilities. Once title to the COMMON AREAS has been deeded to the ASSOCIATION, the BOARD shall have the right to make reasonable rules and regulations regarding the recreational facilities, if any, as the BOARD deems desirable from time to time.

7.26 Swimming Pools. No swimming pools, spas, hot tubs or the like, shall be installed without the consent of the APPROVING PARTY.

7.27 Fences and Walls. No fences or walls shall be installed without the consent of the APPROVING PARTY as to the location, type and material of the fence or wall. The APPROVING PARTY, in approving any fence or wall as elsewhere provided, shall have the right to require all fences and walls throughout the SUBJECT PROPERTY to be of a specified standard type of construction and material, and shall have the right to prohibit any other types of fences and/or walls, and shall further have the right to change such standard as to any new fences or walls from time to time, as the APPROVING PARTY deems appropriate.

7.27.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or fence which is built as part of the original construction of the UNITS upon the LOTS and any replacements thereof. In the event that any portion of any structure, as originally constructed by DECLARANT or its designee, including any party wall or fence, shall protrude over two adjoining LOTS, it shall be deemed that said OWNERS have granted perpetual easements to the adjoining OWNER or OWNERS for lateral support and for continuing maintenance and use of the projection, party wall or fence. No OWNER may commit or authorize the commission of any act which has the effect of impairing or decreasing the structural integrity of any party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this DECLARATION.

7.27.2 Sharing of Repair and Maintenance. Unless provided herein to the contrary, the cost of reasonable repair and maintenance of a party wall, a party roof or party fence shall be shared equally by the OWNERS who make use of the wall, party roof or fence in proportion to such use or in proportion to the area which faces such OWNER's UNIT, subject however, to the right of any OWNER to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

In the event that an OWNER shall file or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a party wall, party roof, or party fence (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the OWNER advancing monies therefore shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the party wall or party fence and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding, the Association shall have the right, but not the obligation, to advance monies for repair, replacement and/or maintenance and charge the responsible OWNER(s) an Assessment for such OWNER's pro-rata share of such costs. The OWNER of a UNIT sharing a party wall, party roof, or party fence with an adjoining UNIT shall not cut windows or other openings in the party wall, party roof, or party fence, nor make any alterations, additions or structural changes in the party wall or party fence without the joint agreement of all OWNERS sharing the party wall, party roof, or party fence and the ASSOCIATION.

Notwithstanding any other provisions of this Declaration, an OWNER who by his negligent or willful act causes a party wall, party roof or party fence to be exposed to elements shall bear the whole cost of furnishing the necessary protection against such elements. Each OWNER sharing a party wall or party roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the UNITS sharing the party wall, party roof or party fence.

7.27.3 Party and Perimeter Fences. For the purposes of this Article, a party fence shall be a fence owned by two OWNERS and located on the boundary lines of such OWNERS' property. Where a fence is owned by an OWNER and the ASSOCIATION, it shall not be subject to the provisions of this Article but rather shall be deemed a perimeter fence subject to the provisions of paragraph 4.11.

7.28 Party Roofs.

7.28.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party roofs and liability for personal damage due to negligence or willful acts or omissions shall apply to each party roof which is built as part of the original construction of the UNITS upon the LOTS and any replacements thereof. In the event that any portion of any structure, as originally constructed by DECLARANT or its designee, including any party roof, shall protrude over an adjoining LOT or UNIT, it shall be deemed that said OWNERS have granted perpetual easements to the adjoining OWNER or OWNERS for lateral support and for continuing maintenance and use of the protruding structure, facility or Party roof. The foregoing shall also apply to any replacements of party roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this DECLARATION.

7.28.2 Sharing of Repair and Maintenance. Unless provided herein to the contrary, the cost of reasonable repair and maintenance of a party roof shall be shared equally by the OWNERS who make use of the roof in proportion to such use or in proportion to the area which protrudes over such OWNER's UNIT, subject however, to the right of any OWNER to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In the event that an OWNER shall file or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a party roof (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the OWNER advancing monies therefore shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the party roof and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding, the Association shall have the right, but not the obligation, to advance monies for repair, replacement and/or maintenance and charge the responsible OWNER(s) an Assessment for such OWNER's pro-rata share of such costs. The OWNER of a UNIT sharing a party roof with an adjoining UNIT shall not make any alterations, additions or structural changes in the party roof, without the joint

agreement of all OWNERS sharing the party roof and the APPROVING PARTY or ASSOCIATION.

Each OWNER sharing a party roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the UNITS sharing the party roof.

7.29 Architectural Control for Exterior Changes.

7.29.1 OWNER to Obtain Approval. For purposes of this paragraph, the term "IMPROVEMENT" shall mean any building, fence, wall, patio area, pool, spa, landscaping, driveway, walkway or any other alteration, addition, improvement, or change of any kind or nature which is constructed, made, installed, placed, or removed from any LOT, or the exterior of any UNIT or any other improvement upon any LOT, except for maintenance or repair which does not result in a material change to any improvement including, but not limited to, the color of same. It is the intent of this Declaration to create a general plan and scheme of development for IVES DAIRY TOWNHOMES. Accordingly, no OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY. Notwithstanding anything contained herein to the contrary, DECLARANT, and not the ASSOCIATION, shall be the initial "APPROVING PARTY" and shall have the right to exercise architectural control with respect to the initial construction of any IMPROVEMENTS by any builder or developer or subsequent IMPROVEMENTS by OWNERS. DECLARANT shall have the right to designate a committee or person or entity to administer and perform the architectural and landscape review and control functions of IVES DAIRY TOWNHOMES. In the event that DECLARANT forms such committee or assigns the rights and obligations hereunder to a committee, person or entity, then such committee, person or entity shall be the APPROVING PARTY hereunder. When DECLARANT no longer owns or has a mortgage on any LOT or UNIT in IVES DAIRY TOWNHOMES, then the right to appoint the APPROVING PARTY shall be assigned to the ASSOCIATION.

7.29.2 APPROVING PARTY's Consent. Any request by an OWNER for approval by the APPROVING PARTY to any IMPROVEMENT shall be in writing and shall be accompanied by required applications, plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same, including any applications required to be submitted and any applicable fees prescribed by the APPROVING PARTY. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions of samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee in connection with the approval of any request, to pay for the cost of any architect or engineer hired by the

APPROVING PARTY to review any plans or specifications. The APPROVING PARTY shall have the right to impose standards for construction and development which may be greater, more restrictive, or more stringent than the applicable building, zoning and other local government codes. The APPROVING PARTY shall notify the OWNER of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications, by written notice to the OWNER. OWNER shall, within fifteen (15) days thereafter, comply with the request. Within thirty (30) days after receipt of all information required by the APPROVING PARTY, the APPROVING PARTY shall approve or deny the application in writing. The APPROVING PARTY shall have the right to refuse to approve any plans and specifications which are not suitable, desirable or aesthetically pleasing, in APPROVING PARTY's sole and absolute discretion, for aesthetic or any other reasons to impose qualifications or conditions thereon. In approving or disapproving such plans and specifications, the APPROVING PARTY shall consider the suitability of the proposed IMPROVEMENTS, the materials of which the IMPROVEMENTS are to be built, the site upon which the IMPROVEMENTS are proposed to be erected or attached, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the APPROVING PARTY fails to disapprove any request within such 30-day period, the request shall be deemed disapproved. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made. If the APPROVING PARTY consents to any IMPROVEMENT, the OWNER may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved by the APPROVING PARTY, and subject to any conditions of the APPROVING PARTY's approval. Upon continued disapproval, the applicant may appeal the decision of the APPROVING PARTY to the BOARD within thirty (30) days of the APPROVING PARTY's written review and disapproval. Review by the BOARD shall take place no later than thirty (30) days after receipt of request for such meeting. The BOARD shall make a final decision within thirty (30) days after the meeting. In the event that the BOARD fails to provide a written decision within such thirty (30) day period, the plans and specifications shall be deemed disapproved. The decision of the APPROVING PARTY shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

7.29.3 Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, guidelines, criteria and/or standards which will be used by it in connection with the exercise of architectural control, provided however that same shall not apply to any IMPROVEMENT which has been constructed in accordance with the provisions of this DECLARATION and which was properly approved when constructed. Moreover, the APPROVING PARTY and the ASSOCIATION shall have the power to grant variances from any requirements set forth in this Declaration, on a case by case basis, provided that variances sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein.

7.29.4 Inspections. Upon completion of any IMPROVEMENT, the OWNER shall give written notice of the completion of same to the APPROVING PARTY. Within 60 days thereafter, the APPROVING PARTY shall inspect the IMPROVEMENT, and if the APPROVING PARTY finds that the IMPROVEMENT was not completed in conformance with the approved plans and specifications, it shall notify the OWNER in writing of such non-

compliance within said 60-day period, specifying the particulars of such non-compliance, and within 30 days thereafter the OWNER shall correct the deficiencies set forth in the notice, and upon completion of the work required to correct the deficiencies, the OWNER shall again give the APPROVING PARTY notice of the completion of the work, and the provisions of this paragraph shall again become operative. If for any reason the APPROVING PARTY fails to notify the OWNER of any deficiencies within 90 days after receipt of a notice of completion from the OWNER, the IMPROVEMENT shall be deemed to have been completed in accordance with the approved plans and specifications.

7.29.5 No Liability. The APPROVING PARTY shall not be liable to any OWNER in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any IMPROVEMENT. Any approval of any plans or specifications by the APPROVING PARTY shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any deficiency or injury resulting from any deficiency in such plans and specifications. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER.

7.29.6 Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval granted by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any IMPROVEMENT in the manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If the APPROVING PARTY is DECLARANT, then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the ASSOCIATION pursuant to paragraphs 9.1 through 9.3 of this DECLARATION, including but not limited to the right to impose a fine against the defaulting OWNER, and to assess and lien the defaulting OWNER, except that any fines paid by the defaulting OWNER shall be paid to the ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter upon any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. Any action to enforce this Section must be commenced within 1 year after notice of the violation by the APPROVING PARTY, or within 3 years after the date of the violation, whichever occurs first. The foregoing violations of this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this paragraph.

7.29.7 Compliance with Governmental Requirements and ASSOCIATION

requirements. In addition to the foregoing requirements, any IMPROVEMENT made by an OWNER must be in compliance with the requirements of all controlling governmental authorities, and the OWNER shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. The OWNER shall deliver to the APPROVING PARTY copies of all construction and building permits as and when received by the OWNER. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER obtaining a building permit for same, or providing the APPROVING PARTY with written evidence from the controlling governmental authority that such permit will not be required, and the OWNER shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is submitted to the APPROVING PARTY. Each construction site shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. COMMON AREAS shall be clear of construction vehicles, construction materials and debris at all times. All debris shall be deposited in a dumpster on a daily basis. OWNER shall provide APPROVING PARTY with a list of all contractors, subcontractors, materialmen and suppliers (collectively, the "Contractors") and changes to the list as they occur relating to the construction.

7.30 Easements for Drainage and/or Utilities. "Drainage and/or utility easements" means such easements on those portions of the SUBJECT PROPERTY so designated on the PLAT or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction and repair of drainage facilities, including but not limited to canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto and underground utility facilities, including but not limited to power, telephone, sewer, water, gas, irrigation, lighting and television transmission purposes. The portions of the SUBJECT PROPERTY designated as drainage and/or utility easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible. Within these easements, no improvement or other material shall be placed or permitted to remain or alteration made which:

7.30.1 May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

7.30.2 May materially damage the direction of flow or draining channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

7.31 Water Management and/or Retention Easements. "Water management and/or retention easements" means such easements on those portions of the SUBJECT PROPERTY so designated on the PLAT or any recorded easement for the storage of storm water and/or maintenance of adjacent water bodies. The property subject to the water management and/or retention easements shall be maintained by the OWNER thereof in ecologically sound condition for water retention, irrigation, drainage and water management purposes in compliance with all

applicable governmental requirements. DECLARANT, the ASSOCIATION and the OWNERS shall have the right to use the water management and/or retention easements to drain surface water from their property and COMMON AREAS. No improvement shall be placed within a water management and/or retention easement other than sod unless approved in writing by the APPROVING PARTY. No OWNER shall do anything which shall adversely affect the surface water management system of the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY, the DISTRICT and all applicable governmental agencies.

7.32 Rules and Regulations. The APPROVING PARTY may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to the recreational facilities within the SUBJECT PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the APPROVING PARTY to any OWNER upon request.

7.33 Waiver. The APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the APPROVING PARTY, special circumstances exist which justify such waiver or deviation, or such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the APPROVING PARTY, will not adversely affect any other OWNERS. In granting any waiver or deviation, the APPROVING PARTY will impose such conditions and restrictions as the APPROVING PARTY may deem necessary, and the OWNER shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the APPROVING PARTY as to any matter shall not be deemed binding upon the APPROVING PARTY in the future, and shall not require the APPROVING PARTY to grant similar approvals in the future as to any other LOT or OWNER.

7.34 Exceptions. The foregoing use and maintenance restrictions and architectural controls shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other improvements thereon, or any activity associated with the sale or leasing of any UNITS, by DECLARANT. In addition, DECLARANT shall have the right to exempt any other builder or developer from any of the foregoing use and maintenance restrictions. Specifically, and without limitation, DECLARANT shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by DECLARANT shall have the right to (i) construct any buildings or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any LOT; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the SUBJECT PROPERTY for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit,

dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any LOT; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling or promoting any LOT.

8. ASSESSMENT FOR COMMON EXPENSES.

8.1 Responsibility for Payment of ASSESSMENTS. Subject to the provisions of paragraph 8.3 of this DECLARATION, each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to each OWNER as described below. ASSESSMENTS for COMMON EXPENSES also include all costs in connection with the operation, maintenance and, if necessary, replacement of the surface water management and drainage system. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER of such LOT, except for any ASSESSMENTS owed by DECLARANT, and except as provided in paragraph 9.1.3 of this DECLARATION.

8.2 Manner of Payment. Prior to the beginning of each fiscal year of the ASSOCIATION, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each LOT, and shall notify each OWNER in writing of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as herein before provided for regular ASSESSMENTS, and shall be payable in the manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies each OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

8.3 Units Assessed. The ASSESSMENTS for COMMON EXPENSES assessed against each LOT or UNIT shall be equal. The ASSESSMENT for COMMON EXPENSES as to each LOT or UNIT shall commence upon the sale of such LOT or UNIT.

8.4 Capital Fund. In addition to ASSESSMENTS for COMMON EXPENSES, after

a certificate of occupancy for a UNIT constructed upon a LOT is issued by the controlling governmental authority and upon the initial conveyance of the LOT, the OWNER of the LOT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER'S responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

8.5 Liability of DECLARANT. Notwithstanding the foregoing, during the period when DECLARANT appoints a majority of the directors of the ASSOCIATION or when DECLARANT owns at least one (1) LOT, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any LOTS owned by DECLARANT. DECLARANT, at DECLARANT's sole option, may pay ASSESSMENTS on UNITS owned by it. In addition, the BOARD shall have the right to exempt any portion of IVES DAIRY TOWNHOMES subject to this Declaration from ASSESSMENTS, provided that such properties exempted are used for any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use or COMMON AREAS. During such period when DECLARANT appoints a majority of the directors of the ASSOCIATION, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT based upon DECLARANT's estimate of what the expenses of the ASSOCIATION would be if all UNITS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if the development of the SUBJECT PROPERTY as contemplated by DECLARANT was complete. Notwithstanding the foregoing, in the event the ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES (which exceed any reserves and monies otherwise held by the ASSOCIATION) shall not exceed the amount that DECLARANT would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the ASSOCIATION shall be assessed to the other OWNERS. In addition to the foregoing, and notwithstanding anything contained herein to the contrary, after DECLARANT no longer appoints a majority of the Directors of the ASSOCIATION, DECLARANT will no longer be required to pay any monies to the ASSOCIATION, including ASSESSMENTS for COMMON EXPENSES for LOTS owned by DECLARANT, or any deficits of the ASSOCIATION, but DECLARANT may elect to pay ASSESSMENTS or to fund all or any portion of the deficits of the ASSOCIATION in its full discretion, without prejudice to its right to discontinue such payments at any time thereafter. During the period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES, the ASSOCIATION will not be required to fund any reserve or other accounts which may be reflected in the budget, and may use funds otherwise allocated for such reserve or other accounts to pay for the COMMON EXPENSES incurred by the ASSOCIATION.

8.6 Failure to Maintain. Notwithstanding anything to the contrary, in the event an

OWNER or the ASSOCIATION fails to fulfill its maintenance responsibilities as set forth herein to the satisfaction of APPROVING PARTY or the ASSOCIATION, and upon the ASSOCIATION's or OWNER'S failure to make such improvement corrections as may be necessary within fifteen (15) days after receipt of written notice by APPROVING PARTY or the ASSOCIATION, the APPROVING PARTY or the ASSOCIATION may enter upon such LOT or part of the SUBJECT PROPERTY and make such improvements or corrections as may be necessary. Written notice need not be given in the case of emergency, and the APPROVING PARTY or the ASSOCIATION may, without any prior notice, directly remedy the problem. Such entry by the APPROVING PARTY or the ASSOCIATION or their agents shall not be a trespass, and by acceptance of a deed to a LOT or UNIT, or by the recordation of this DECLARATION, such affected party has expressly given the APPROVING PARTY and the ASSOCIATION the continuing permission to do so, which permission may not be revoked. The cost of exterior maintenance which is performed by the ASSOCIATION to an OWNER'S LOT in accordance with this paragraph shall be assessed against the LOT upon which such maintenance is performed, and it shall be a lien against the LOT and obligation to the OWNER and shall become due and payable in all respects as provided this DECLARATION.

9. DEFAULT.

9.1 Monetary Defaults and Collection of ASSESSMENTS.

9.1.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, or if any check for any ASSESSMENT is dishonored, the ASSOCIATION shall have the right to charge the applicable OWNER a late or bad check fee of ten (10%) percent of the amount of the ASSESSMENT, or Twenty-Five and No/100 Dollars (\$25.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

9.1.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION, upon written notice to the defaulting OWNER, shall have the right to accelerate and require such defaulting OWNER to pay, to the ASSOCIATION, ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

9.1.3 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to protect the ASSOCIATION's lien. Moreover, the ASSOCIATION's

lien may extend to any tenant occupying a LOT. The lien shall be effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER and/or tenant, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other monies owed to the ASSOCIATION by the OWNER and/or tenant until the lien is satisfied. The lien shall be in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

9.1.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER and/or tenant shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. Notwithstanding the foregoing, ASSOCIATION shall be entitled to collect the ASSESSMENTS directly from a tenant of an OWNER and upon the payment of same, tenant must arrange a mechanism with the OWNER wherein the rental due will be reduced by amounts paid to the ASSOCIATION or any other rental agreement to be made with OWNER. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

9.1.5 Rental and Receiver. If an OWNER or tenant remains in possession of his or her UNIT and the claim of lien of the ASSOCIATION against his or her LOT is foreclosed, the court, in its discretion, may require the OWNER and/or tenant to pay a reasonable rental for the UNIT or the rental paid to the OWNER (as applicable), and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the rent.

9.1.6 Priority of Lien. ASSESSMENTS shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are purchase money mortgage liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which are amortized in monthly or quarterly annual payments over a period of not less than ten (10) years. Where any person obtains title to a LOT pursuant to the foreclosure of a mortgage of record, or where the holder of a mortgage accepts a deed to a LOT in lieu of foreclosure of the mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage or as otherwise provided by law. The unpaid ASSESSMENTS or other monies are COMMON EXPENSES collectible from all of the

OWNERS, including such acquirer and his or her successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER'S LOT. Any person who acquires a LOT, except through foreclosure of a purchase money mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies have been paid in full.

9.1.7 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to any third party.

9.1.8 Unpaid ASSESSMENTS Certificate. Within fifteen (15) days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby. Notwithstanding the above, there is no obligation on the part of any INSTITUTIONAL LENDER to collect ASSESSMENTS from any OWNER.

9.1.9 Application of Payments. Any monies paid to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein, and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

9.2 Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees (other than the non-payment of any ASSESSMENT or other monies), of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or, if the violation is not capable of being cured within such seven (7) day period, the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after

written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

9.2.1 Impose a fine against the OWNER or tenant as provided in paragraph 9.3; and/or

9.2.2 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

9.2.3 Commence an action to recover damages; and/or

9.2.4 Take any and all actions reasonably necessary to correct such failure, which actions may include, where applicable, but are not limited to, removing any addition, alteration, IMPROVEMENT or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER and/or tenant of such OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, cost or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located.

9.3 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed one month's ASSESSMENT for COMMON EXPENSES for the first offense, two months' ASSESSMENT for COMMON EXPENSES for a second similar offense, and three months' ASSESSMENT for COMMON EXPENSES for a third or subsequent similar offense. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the OWNER fails to cure any continuing violation within thirty (30) days after written notice of such violation, or if such violation is not capable of being cured within such thirty (30) day period, the OWNER fails to commence action reasonably necessary to cure the violation within such thirty (30) day period or shall thereafter fail to proceed diligently to cure the violation as soon as is reasonably practical, a daily fine may be imposed until the violation is cured in an amount not to exceed one-fourth (1/4) of one month's ASSESSMENT for COMMON EXPENSES. Prior to imposing any fine, the OWNER or tenant shall be afforded an opportunity for a hearing after reasonable notice to the OWNER or tenant of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the DECLARATION, BYLAWS, or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement

of the matters asserted by the ASSOCIATION. The OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the BOARD so determines, it may impose such fine as it deems appropriate by written notice to the OWNER or tenant. If the OWNER or tenant fails to attend the hearing as set by the BOARD, the OWNER or tenant shall be deemed to have admitted the allegations contained in the notice to the OWNER or tenant. Any fine imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition of the fine or, if a hearing is timely requested, within ten (10) days after written notice of the BOARD's decision at the hearing. Any fine levied against an OWNER or tenant shall be deemed an ASSESSMENT, and if not paid when due, all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided. In any event, the ASSOCIATION shall not have the right to impose any fine against DECLARANT.

9.4 Negligence. An OWNER or tenant shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

9.5 Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. Except to the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his or her UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION or the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER, shall subject the OWNER to the same liability as if such violation was that of the OWNER.

9.6 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his or her immediate family permanently residing with him or her in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION, such person shall be required to immediately leave the SUBJECT PROPERTY and, if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person

to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

9.7 Right of ASSOCIATION to Suspend Privileges. The ASSOCIATION has the continuing right to suspend the enjoyment rights of any OWNER, their tenants, guests or invitees for any period during which any ASSESSMENT remains unpaid, or for a period of not to exceed sixty (60) days for any violation of this DECLARATION, the ARTICLES, BYLAWS, or published rules and regulations which is corrected within such sixty (60) day period. The ASSOCIATION shall have the right to suspend the enjoyment rights as set forth herein until such violation is cured.

9.8 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

9.9 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION from executing any additional remedies, rights or privileges as may be granted or as it may have by law.

9.10 Enforcement By or Against Other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT or the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

9.11 Enforcement of Obligations of ASSOCIATION. The DECLARANT, regardless of whether or not it is a MEMBER of the ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the ASSOCIATION defaults with respect to any of its obligations to operate or maintain any

property, and does not commence and diligently proceed to cure such default as soon as is reasonably practicable, and in any event within ten (10) days after demand by the DECLARANT or any controlling governmental authority, the DECLARANT or such controlling governmental authority shall have the right to perform such maintenance, and in that event, all reasonable costs and expenses incurred by the DECLARANT or such controlling governmental authority, plus interest at the highest rate permitted by law, shall be paid by the ASSOCIATION, plus any costs, expenses and attorney's fees incurred in connection with the enforcement of the ASSOCIATION's duties and obligations hereunder, or the collection of any such sums. The DECLARANT or the controlling governmental authority shall have the right to collect such sums from the OWNERS, and in connection therewith, shall have all enforcement rights granted to the ASSOCIATION in connection with the collection of said monies, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the ASSOCIATION may be enforced by any OWNER by appropriate legal proceedings.

10. DEDICATIONS. The DECLARANT reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it or any interest or easement therein to any governmental or quasi-governmental agency or private or public utility company, and shall also have the right to direct the ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. This right of DECLARANT shall terminate when DECLARANT no longer has any interest in any portion of the SUBJECT PROPERTY, either as OWNER or as mortgagee, and thereafter, the right shall be vested in the ASSOCIATION. Any property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Article shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so dedicating, granting or conveying such property, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this DECLARATION.

11. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, one hundred (100%) percent of the OWNERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DECLARANT so long as the DECLARANT owns any LOT, or holds any mortgage encumbering any LOT. Further, in the event this DECLARATION or the ASSOCIATION is terminated or dissolved, or ceases to exist for any reason whatsoever, the property consisting of

the surface water management system will be conveyed to an appropriate agency of local government. If this conveyance is not accepted, then the surface water management system will be dedicated to a similar nonprofit corporation. Until an alternate entity assumes responsibility, all LOT OWNERS shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Permit.

12. AMENDMENT.

12.1 Manner of Amendment. This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the OWNERS, except that if any provision of this DECLARATION requires more than a 2/3 vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the ASSOCIATION or by any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the OWNERS of such property or any portion thereof if the OWNERS are different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

12.2 Negative Covenants. No amendment shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER'S proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of this amendment. No amendment may prejudice or impair the privileges and priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT consents in writing to such amendment.

12.3 Approval of Authority. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system and water management portions of the COMMON AREAS, must first be submitted to the DISTRICT for a determination of whether the amendment necessitates as

modification of the Permit. If a modification is necessary, the DISTRICT will so advise the Permit holder.

13. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

13.1 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely receive written notice of:

13.1.1 Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

13.1.2 Any sixty (60) day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

13.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

13.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

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

13.3 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the ASSOCIATION which are in default, or any overdue insurance premiums required to be purchased by the ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefore from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

14. MISCELLANEOUS.

14.1 Special Provisions Regarding SERVICE PROVIDERS. So long as DECLARANT is entitled to appoint any director of the ASSOCIATION, DECLARANT reserves and shall have the right (but not the obligation) to enter into agreements with one or more SERVICE PROVIDERS, as defined herein, on such terms and conditions as DECLARANT may reasonably deem appropriate. Any such SERVICE PROVIDER may be a subsidiary or affiliate of DECLARANT or a company having the same or similar ownership and/or contract as DECLARANT. Any such agreement may require each UNIT OWNER to subscribe for, at a minimum, basic services offered by the SERVICE PROVIDER, which may include but is not limited to basic cable services, home monitoring, and data transmission services, and to pay such charges as a COMMON EXPENSE, either directly to the SERVICE PROVIDER or to the ASSOCIATION, as may be provided in the agreement. Any agreement may also give OWNERS the option to subscribe to additional services in addition to the basic services for an additional fee to be determined by the SERVICE PROVIDER providing such services from time to time.

14.2 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

14.3 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

14.4 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

14.5 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law.

14.6 Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or

options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

14.7 Performance of ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right, from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

14.8 Inapplicability of Condominium Act. It is acknowledged that the ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

14.9 Lawsuits Brought by the ASSOCIATION. In the event the ASSOCIATION or any OWNER desires to make any claim against DECLARANT, whether for money damages or otherwise, the ASSOCIATION or the OWNER, as the case may be, shall give DECLARANT written notice of such claim, which notice shall state the nature of the claim, the amount of the claim, and shall require DECLARANT to elect to arbitrate such claim pursuant to this paragraph. DECLARANT shall have the right to require such claim to be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, then obtaining by written notice delivered to the ASSOCIATION or the OWNER, as applicable, within thirty (30) days after receipt of the foregoing notice, and if DECLARANT so elects, then such claim must be submitted to binding arbitration by the ASSOCIATION or the OWNER. The result of such arbitration shall be specifically enforceable under the laws of the State of Florida. Any award or decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable laws of the State of Florida. In any event, the ASSOCIATION shall not commence any legal proceedings on its behalf or on behalf of the OWNERS, and shall not spend any money or make an assessment for any money to pay for attorneys' fees or any other fees, costs, or expenses of any kind or nature whatsoever to investigate, prepare for, or research any legal proceedings without the consent of at least 75% of all of the OWNERS obtained at a duly called special meeting of the OWNERS for the purpose of approving such action, and without the consent of INSTITUTIONAL LENDERS holding a majority of the mortgages that encumber the LOTS, except for legal proceedings against an OWNER, other than DECLARANT, to enforce the OWNER'S obligations, monetary or otherwise, under this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations.

14.10 FHA/VA Approval. As long as DECLARANT owns at LOT in the SUBJECT

PROPERTY, if any mortgage encumbering any LOT is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, the following action must be approved by such agency or agencies: (i) any annexation of additional property, except for any property specifically identified in this DECLARATION; (ii) any merger or consolidation of the ASSOCIATION; (iii) any mortgaging or dedication of any COMMON AREA; (iv) any dissolution of the ARTICLES or the ASSOCIATION; and (v) any amendment of the ARTICLES, except for an amendment made to correct errors or omissions, or required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to DECLARANT or to the ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of DECLARANT or the ASSOCIATION that the approval was given or deemed given.

14.11 Modification of Development Plan. DECLARANT reserves the right at any time and from time to time to modify the development plan for all or any portion of the SUBJECT PROPERTY, and in connection therewith to develop UNITS upon the SUBJECT PROPERTY which are substantially different from the UNITS planned for the SUBJECT PROPERTY from time to time, and in the event DECLARANT changes the type, size, or nature of the UNITS or other IMPROVEMENTS to be constructed upon the SUBJECT PROPERTY, DECLARANT shall have no liability therefore to any OWNER. In addition, DECLARANT makes no representations or warranties as to the manner in which any other property outside of the SUBJECT PROPERTY will be developed, and shall have no liability to any OWNER with regards to the development of any other property in or around the SUBJECT PROPERTY.

14.12 Utility Deposits. It is acknowledged that various utility deposits may be required for utility services for the COMMON AREAS which will be supplied as a COMMON EXPENSE, and in the event DECLARANT pays for such deposits, DECLARANT shall be entitled to reimbursement from the ASSOCIATION when funds are available for such reimbursement, and until DECLARANT is reimbursed for any deposits paid by it, DECLARANT shall be entitled to any refunds of any utility deposits from the appropriate authority holding same, and if any deposit is refunded to the ASSOCIATION, same shall be promptly paid to DECLARANT by the ASSOCIATION upon receipt.

14.13 NON-LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER, A GUARANTOR OR INSURER OR, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF IVES DAIRY TOWNHOMES, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (1) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE

VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF IVES DAIRY TOWNHOMES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF IVES DAIRY TOWNHOMES AND THE VALUE THEREOF; (2) ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR MIAMI-DADE COUNTY OR PREVENTS TORTUOUS ACTIVITIES; AND (3) THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF IVES DAIRY TOWNHOMES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVES ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANT MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

14.14 WAIVER OF TRIAL BY JURY AND RELEASE. BY ACCEPTANCE OF A DEED, EACH OWNER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, OR THIS DECLARATION, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT IVES DAIRY TOWNHOMES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND

ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS, FOR, UPON, OR BY REASON OF ANY MATTER, CAUSE OF THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

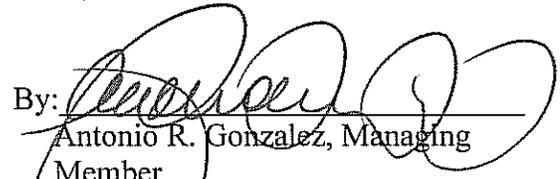
IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 25
day of ~~December~~, 2013.
January


Print Name: Jacqueline Lag-Natalan


Print Name: PATRICIA LOPEZ

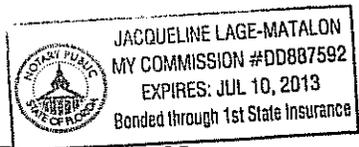
Ives Dairy Investments, LLC, a Florida
limited liability company

By: 360 Home Builders, LLC, a Florida
limited liability company, as managing
member

By: 
Antonio R. Gonzalez, Managing
Member

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25 day of January, 2013 by Antonio R. Gonzalez, Managing Member of 360 Home Builders, LLC, a Florida, a Florida limited liability company, as managing member, of IVES DAIRY INVESTMENTS, LLC, a Florida limited liability company. He is personally known to me or produced _____ as identification.



Commission No. _____

Name: [Signature]
Notary Public, State of Florida _____
My commission expires: _____

Exhibit "A"
Articles of Incorporation