

DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS AND PARTY WALL AGREEMENT FOR OFFICIAL RECORDS
SOUTH BEACHES PROFESSIONAL PARK

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AND PARTY WALL AGREEMENT is made by M. C. MEEK & ASSOCIATES, INC., a Florida corporation, whose address is 6299-5 Powers Avenue, Jacksonville, Florida 32217 ("Developer"), this 22nd day of January, 1992.

ARTICLE I

RECITALS AND DEFINITIONS

Developer is the owner of that certain real property (the "Property") known as SOUTH BEACHES PROFESSIONAL PARK according to a plat thereof recorded in Plat Book 47, page 13 and 13A, of the current public records of Duval County, Florida (the "Plat"). The Property consists of fifteen (15) individual lots designated as Lots 1, 2A, 2B, 3A, 3B, 4, 5, 6A, 6B, 7A, 7B, 8, 9A, 9B and 10 (the "Lots"). Developer desires to restrict the use of the Property and declares that the Property and all lots and portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "A.R.C." means the Architectural Review Committee of the Association as established in Article VIII hereof.

1.2 "Association" means South Beaches Professional Park Owners' Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

1.4 "Common Areas" means all property (including easement and contract rights) owned by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas are designated as such on the Plat.

1.5 "Developer" means M. C. MEEK & ASSOCIATES, INC., a Florida corporation, whose address is 6299-5 Powers Avenue, Jacksonville, Florida 32217, its successors and assigns with respect to the entire Property, and all other persons who acquire substantially all the undeveloped Lots within the Property for the purpose of development of the Property or completion of the work.

1.6 "Duplex Units" means units erected on Lots 2A/2B, 3A/3B, 6A/6B, 7A/7B or 9A/9B which cover parts of both of the adjoining lots, but which are separated by a common Party Wall and are, or can be, sold as individual separate units.

1.7 "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

(21)

1.8 "Legal Documents" collectively means this Declaration of Easement, Covenants and Restrictions and Party Wall Agreement, the Association's Articles of Incorporation and the Association's By-Laws, as the same may be amended from time to time. Individually the foregoing are defined as:

(a) "Declaration" means this Declaration of Covenants and Restrictions and Party Wall Agreement for the Property and any supplemental declarations made in accordance herewith, as amended from time to time.

(b) "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

(c) "By-Laws" means the By-Laws of the Association, as amended from time to time.

1.9 "Lot" means each of the fifteen (15) parcels shown on the Site Plan excluding any areas designated as Common Areas or for Utilities or drainage uses or dedicated to public use.

1.10 "Master Reciprocal Easement Agreement" means that certain Reciprocal Easement Agreement affecting the Property, and certain adjacent real estate, which is recorded in Official Records Volume 6743, page 0851, of the current public records of Duval County, Florida, as subsequently modified.

1.11 "Mortgage" means any mortgage, deed of trust, or other instrument validly creating a lien upon any Lot, as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.12 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.13 "Owner" means the record Owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer is an Owner as to each Lot owned by the Developer.

1.14 "Party Wall" means the common wall dividing each Duplex Unit into two separate Units together with the area of construction and roofing immediately above and below each such Party Wall.

1.15 "Pedestrian Easements" means those easements created in paragraph 2.3 across all sidewalks located on any Lot.

1.16 "Person" means any natural person or artificial entity having legal capacity.

1.17 "Plat" means that certain Plat of the Property (as hereinafter defined) which is recorded in Plat Book 47, page 13 and 13A, of the current public records of Duval County, Florida. The Plat is also sometimes referred to as the "Site Plan."

1.18 "Property" means the lands in Duval County, Florida which are described on the Plat, together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.19 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

1.20 "South Beaches Professional Park" means the project being developed by Developer on the Property.

1.21 "The Work" means the initial development of any portion of the Property as a professional office community by the construction and installation of streets, utility systems, common facilities, Units and other improvements, and the sale, lease or other disposition of the Property by Lots. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.22 "Unit" means each professional office building located on a Lot on the Property, including each of the two Units comprising a professional office Duplex Unit.

1.23 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; and the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will," "must," and "should" have the same effect as of the term "shall." Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and "Property" means all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE II

PROPERTY RIGHTS AND EASEMENTS AND CREATION OF PARTY WALLS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association, at such time as in its sole discretion it deems appropriate, the title to the Common Areas, subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for drainage and public utilities. Every Owner of a Lot and his lessees and, when applicable, their invitees and licensees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and the Master Reciprocal Easement Agreement and to the following:

(a) Dedication. The Association's right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. Such dedication or transfer must be approved by at least two-thirds (2/3) of the votes which are cast either in person or by proxy by the Owners entitled to those votes at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the law of the State of Florida.

(b) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided herein.

(c) Legal Documents. The provisions of the Legal Documents and all matters shown on the Plat or on any site plan of all or part of the Property.

(d) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations and easements of record, including matters contained in the Master Reciprocal Easement Agreement.

2.2 Creation of Party Walls. The common walls dividing Duplex Units into two individual Units shall constitute Party Walls as to and between the Owners of the individual Units so divided. The area of construction and roofing immediately above and below each Party Wall shall be regarded as a part of the Party Wall.

(a) Cost of Maintenance of Party Walls. The cost of reasonable maintenance and repair of the Party Walls shall be shared equally between the Owners of the Units divided by the Party Wall. In the event one Owner fails to cooperate with the adjacent Owner in the making of any necessary repairs or maintenance to the Party Walls or fails to pay his proportionate share for such repairs or maintenance, the non-defaulting Owner, after written notice to the defaulting Owner of his intent to do so, may request the Association to make the necessary repairs or maintenance and to assess the defaulting Owner for his proportionate share of the cost thereof. The Association shall have the power, in its sole discretion and without any obligations whatsoever, to make repairs for maintenance and assessments therefor. Any assessment so made shall be done in accordance with the provisions of Article VI of this Declaration.

(b) Destruction of Party Wall. In the event one Owner fails to cooperate with the adjacent Owner in the making of any necessary repairs, reconstruction or restoration or to pay its proportionate share of the costs thereof, the non-defaulting Owner, after written notice to the defaulting Owner of his intent to do so, may request the Association to make the necessary repairs and to assess the defaulting Owner for his proportionate share of the cost thereof. The Association shall have the power, in its sole discretion and without any obligation whatsoever, to make repairs and assessments therefor. Any assessment so made shall be done in accordance with the provisions of Article VI of this Declaration.

(c) Mutual and Reciprocal Easements. The adjacent Owners of Duplex Units hereby grant to each other and to their successors and assigns, mutual and reciprocal easements for the use and enjoyment of the Party Wall and for any encroachments created by errors in construction, settling and overhangs as originally constructed. In the event a Party Wall is partially or totally destroyed and then rebuilt, the Owners of the adjacent Units so affected agree that Party Wall or other encroachments due to errors in construction, settling or otherwise shall be permitted and that valid easements therefore shall exist.

2.3 General Easements. All Lots are subject to the following perpetual easements: (a) to the Association, its successors and assigns for maintenance, repair, and reconstruction when conducted at its sole discretion, and without obligation, of any landscaped areas, roofs, Unit exteriors or other portions of a Lot, as provided in this Declaration; (b) to the Association, the other Lot Owners and their successors and assigns, for the drainage of ground and surface waters in the manner established by Developer as part of the Work; (c) to the Association, all other Lot Owners, their lessees, invitees and licensees for pedestrian access along all sidewalks located on each Lot ("Pedestrian Easements"); and (d) to the Developer, the Association and their successors and assigns, for the installation, maintenance and use of utilities, drainage ditches, pipes, drainage facilities, sidewalks, light poles and decorative areas an easement five feet (5.0') feet in width along each side Lot line except where a party wall exists.

OFFICIAL RECORDS

All easements established by this paragraph 2.3 shall be deemed granted or reserved simultaneously with the conveyance of a Lot from Developer to an owner other than developer, notwithstanding the fact that the instrument of conveyance may fail to refer to such easements or to this Declaration. All easements established by this paragraph 2.3 shall be in addition to, or supplementary to, any easements established pursuant to paragraph 2.4 of this Declaration, and not in place thereof.

2.4 Platted Easements. Reference is made to the utilities, drainage, ingress and egress, and other easements shown on the Plat. The Developer, its successors and assigns, shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on the Plat. The easements may be used to construct, maintain and operate sidewalks, water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. An Owner shall, upon request of the Association or Developer, join in any grant or other disposition of such easements. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. Except for the Developer, the Owner of a Lot subject to any easement shall not construct any drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Association or any assignee of the easement. If an Owner fails to so remove the improvements or landscaping items, upon thirty (30) days notice to Owner, the Association may, at the Owner's sole cost and expense, remove such improvements or landscaping items and the Association may assess such costs and expenses to the Owner as herein provided. No Owner shall damage, destroy or remove any improvement or landscaping item located upon an easement area and constructed either by the Association or by the Developer as a part of the Work. If such improvements or landscape items were initially installed by Developer on a Lot as part of the Work, or installed by the Association at a later date, then such improvements or landscape items shall be repaired and/or replaced by the Owner at his sole cost and expense. If Owner fails to so act, upon thirty (30) days notice to Owner, the Association may repair/replace such improvements or landscape items and assess owner for costs therefor as provided herein. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Areas.

2.5 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.6 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any and all Persons from time to time lawfully occupying such Owner's Lot, their invitees and licensees but to no other. Any delegation is subject to the Association's Regulations.

2.7 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of and interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Declaration.

ARTICLE III

USE RESTRICTIONS

3.1 Professional Office Use. Each Lot shall be used for professional office purposes only. No detached outbuildings shall be erected or permitted to remain on any Lot, either prior to the start of construction of a permanent office building thereon, or at any time thereafter, except for temporary buildings associated with construction by the Developer.

3.2 Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall or other improvements which interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement. Any improvements or landscaping initially installed by the Developer shall be repaired and replaced at the Owner's expense if damaged or removed.

3.3 Parking Restrictions. The Association may, in its sole discretion, promulgate reasonable rules and regulations assigning specific parking places to each Unit and designating other spaces for the common use of the patients, servants, employees and other invitees of all of the Owners. No parking places may be constructed on any Lot, except as constructed in accordance with approved plans and specifications. Commercial vehicles or vehicles with advertising thereon shall not be parked within public view on a regular basis. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair of vehicles, so long as such repair is completed within 24 hours.

3.4 Alterations, Modifications and Maintenance of Exteriors. An Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof or exterior of his Unit including driveways and parking areas, nor make any additions to the exterior of his Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Unit and Lot with materials of the same color, style and of equal or greater quality as originally constructed in accordance with approved plans and specifications.

3.5 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes or appurtenances shall be erected, constructed or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the A.R.C. In general the A.R.C. shall not approve any such items unless the proposed antenna system for the Unit can be completely hidden from view from the street and adjacent Lots.

3.6 Occupancy and Leasing Restrictions. Each of the Units shall be occupied only by the Owner or lessee of a Unit, their patients, employees, servants and other invitees. Entire Units may be rented provided the occupancy is only by the lessee and their patients, employees, servants and other invitees. No Owner or lessee shall lease or sublease any space which is less than the entire Unit without the prior written approval of the Association. The Owner will be jointly and severally liable with the lessee to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of a lessee, its patients, employees, servants and other

invitees (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the lessee, its patients, employees, servants and other invitees. Special assessments may be levied against the Lot for such amounts. No lease may be for a period of less than six (6) months without the approval of the Association.

3.7 Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property.

3.8 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, must be approved by the A.R.C. and shall be screened from view from adjacent Lots and any street. No rubbish, trash, garbage or other waste material or accumulations shall be kept, stored or permitted anywhere within the Property, except inside the Unit, or in refuse containers as provided by the Association for the common use of the Owners or lessees, which shall be concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings or other debris shall be permitted on any part of the Property.

3.9 Sewage Disposal and Water Service. All water and sewage service to the Property shall be supplied by the City of Jacksonville Beach, Florida, its successors or assigns, by means of the central water supply system and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property without the prior approval of the A.R.C., and then only for the purpose of providing landscape irrigation. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the surface water drainage system. No water from air conditioning systems shall be discharged into the surface water drainage system. The City of Jacksonville Beach, Florida, or its successors or assigns, is hereby granted a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording and over the easement areas created under the provisions of 2.3(d) of this Declaration for the purpose of providing electricity, water and sewage service to the Property.

3.10 Hazardous or Medical Waste. No hazardous wastes or materials or medical wastes, drugs, or any other substances regulated by the laws and regulations of the United States of America or the State of Florida, shall be kept or maintained on any Lot or in any Unit, unless the Owner, or his lessee, is legally authorized and licensed to keep or maintain such substances. No such substances, or their wastes, shall be dumped or otherwise disposed of upon the Property or illegally disposed of through the garbage collection or the sewage disposal system of the Property, and may be disposed of only in strict compliance with the laws and regulations of the governmental bodies which regulate their use and/or disposal.

3.11 Window Coverings and Air Conditioners. Without the prior written approval of the A.R.C., no aluminum foil, tinted glass or other reflective material (except where installed by Developer) shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be installed in any side of a building which faces a street. No exterior components of air conditioning units shall be visible from the street.

3.12 Rules and Regulations. The Association is empowered to issue, and thereafter amend or terminate, reasonable rules and regulations for the use and control of the Property. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's regulations. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same.

VOL 7255 PG 1773

OFFICIAL RECORDS

3.13 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, within the Property in violation of Law. No noxious, destructive or offensive activity is permitted within the Property, nor shall anything be done within the property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant or lessee of such Owner's Lot.

3.14 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original approved plans and specifications including color scheme, placement on Lot and materials, unless the Owner wishes to modify the Unit, in which case the Owner must comply with the provisions of Article VIII hereof, and other applicable provisions of the Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every owner of a Lot is a member of the Association, and shall be entitled to vote at meetings of the Association. The Owner of a Lot shall have the number of votes on each question which are set forth to the right of that Lot number below.

<u>LOT NUMBER</u>	<u>NUMBER OF VOTES</u>
1	2.9
2A	1.0
2B	1.2
3A	1.2
3B	1.0
4	2.0
5	1.7
6A	2.0
6B	1.3
7A	1.1
7B	1.1
8	2.0
9A	1.2
9B	1.3
10	5.0
TOTAL VOTES	26.0

The Developer shall be entitled to vote for each Lot which it owns.

4.2 Classification. The Association shall have only one class of voting membership.

4.3 Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are members of the Association but only the total votes for that Lot set forth in paragraph 4.1 hereof may be cast with respect to such Lot. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation or partnership, the secretary of the corporation or the general partner or the partnership shall file with the Association a cer-

tificate designating the authorized voting representative of the corporation or partnership, which shall be effective until rescinded by the corporation or partnership.

4.4 Extraordinary Action. The Association's Articles of Incorporation or By-Laws may provide that certain actions of the Association require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a member of the Association.

4.5 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall elect officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary. For so long as Developer owns any Lot or Lots within the Property, neither the Association nor its Board shall take any action which will in any manner adversely affect the Lots owned by Developer or Developer's ability to sell those Lots.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area.

(a) General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and any and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas include the management and renewal of all improvements, equipment and tangible personal property installed by Developer as part of the Work and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas, including vandalism and malicious mischief and flood and water damage, if the Common Areas are at any time located in a federally designated flood area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors.

5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair or restore the exterior of his Lot and Unit, in the manner required by the Legal Documents within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association after

OFFICIAL RECORDS

VOL 7255 PG 1774

approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, but not obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance or restoration. The cost of such exterior maintenance plus twenty percent (20%) thereof, for operational and administrative fees, shall be assessed to the Owner of the Lot and shall become immediately due and payable in all respects, together with interest and fees and costs of collection (including reasonable attorneys' fees at trial and on appeal). Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot, and such costs and interest shall also be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Pedestrian Easement. In paragraph 2.3 of this Agreement the Developer has created easements across all sidewalks located on any Lot (Pedestrian Easement). The Association shall be solely responsible for maintaining and keeping in good order and repair the Pedestrian Easement and any sidewalk surface and landscaping within the Pedestrian Easement. The Association shall carry liability insurance insuring against injury to persons and property occurring on or within the Pedestrian Easement in such amounts and with such coverage as shall be determined by the Board. This shall be in addition to the provisions of this Declaration which require each Lot Owner to carry insurance.

5.3 Maintenance of Stormwater Drainage System. Those portions of the stormwater drainage system which are located within the Common Areas shall be maintained solely by the Association, which shall be responsible for keeping them cleared and in good working order. The stormwater drainage system located within the Common Areas is connected to a surface water conveyance system and retention ponds located on adjacent tracts of real estate. The portion of the cost of operating and maintaining that system and those ponds which is attributable to the Property pursuant to the provisions of the Master Reciprocal Easement Agreement shall be paid by the Association.

5.4 Master Reciprocal Easement Agreement. The provisions of the Master Reciprocal Easement Agreement are hereby incorporated into this Agreement by reference. The Association shall be considered the owner of the "Office Tower Property" for all purposes of the Master Reciprocal Easement Agreement and shall enforce all rights of the Office Tower Property under the terms of that Agreement and shall comply with all obligations of the owner of the Office Tower Property under that Agreement. Each Owner of a Lot in the Property shall comply with those provisions of the Master Reciprocal Easement Agreement which may effect his or her Lot. The Association shall have the right and obligation to enforce the provisions of the Master Reciprocal Easement Agreement against any Owner who does not comply, including the right to bring suit to enforce those provisions. The Association shall pay all costs and expenses of the Property in connection with the Master Reciprocal Easement Agreement and shall include such costs and expenses in its budget and assessments.

5.5 Services. The Association may obtain and pay for the services of any Person to manage its ministerial affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's administrative responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

5.6 Implied Rights. The Association may exercise any right, power or privilege given to it expressly by the Legal Documents and every other right, power or privilege so granted or reasonably necessary, convenient or desirable to effectuate the exercise of any right, power or privilege so granted.

5.7 Access by Association. The Association has a right of entry on to each Lot, but not the Unit located thereon except as otherwise provided herein, to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable time and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors and managers.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot within the Property, each Owner, by acceptance of a deed to a Lot, covenants and agrees to pay to the Association.

(a) the initial Contribution to the Association's capital defined in paragraph 6.2; and

(b) the Annual Maintenance Assessment defined in paragraph 6.3; and

(c) the Lot Landscape Maintenance Assessments defined in paragraph 6.4; and

(d) the Special Assessments defined in paragraph 6.5; and

(e) the Specific Assessments defined in paragraph 6.6; and

(f) all excise, sales or other taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

The total Annual Maintenance Assessment for the Property and any Special Assessments shall be allocated to, and paid by, the individual Lots in the following percentages.

LOT NUMBER	PERCENTAGE
1	11.13
2A	3.86
2B	4.63
3A	4.63
3B	3.86
4	7.73
5	6.18
6A	7.73
6B	5.15
7A	4.12
7B	4.12
8	7.73
9A	4.63
9B	5.15
10	<u>19.35</u>
TOTAL	100 Percent

6.2 Initial Contribution to Capital. At the Closing of the conveyance of a Lot to an Owner from the Developer (but not upon subsequent sales of that Lot), the Owner shall pay a one-time contribution towards the working capital of the Association in the amount set forth below. This contribution is intended for startup and other costs incurred in connection with the creation of the Association.

LOT NUMBER	PAYMENT
1	
2A	\$500.85
2B	\$173.70
3A	\$208.35
3B	\$208.35
4	\$173.70
5	\$347.85
6A	\$278.10
6B	\$347.85
7A	\$231.75
7B	\$185.40
8	\$185.40
9A	\$347.85
9B	\$208.35
10	\$231.75
	\$870.75
TOTAL	\$4,500.00

6.3 Annual Maintenance Assessments.

(a) General. The Association shall establish and charge an annual maintenance assessment, the purpose of which shall be to promote the safety, welfare and beneficial enjoyment of the Owners and occupants within the Property, and provide funds for the operation, management, maintenance, repair, renewal and replacement of the Common Areas (including maintenance of adequate reserves), for the payment of monthly landscaping water service charges, for the payment of taxes and insurance, for the payment of street lighting, garbage collection, cable television service of the Property and other services for the general benefit of the Property, for any payments required by the Master Reciprocal Easement Agreement, and for the performance of the Association's duties under the Legal Documents. The annual maintenance assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount.

(i) Commencing in the calendar year 1992, and in each year thereafter, the Board of Directors shall set the amount of the annual maintenance assessment for the following year, which amount shall be calculated according to a formula to be determined by the Board of Directors. Each Lot and the Owner of that Lot shall then be charged an assessment equal to the total annual maintenance assessment multiplied by the percentage attributable to that Lot under the provisions of Article 6.1 of this Declaration. Such assessment shall be the Annual Maintenance Assessment for that Lot. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action to establish a new annual maintenance assessment, the annual maintenance assessment then in effect will continue until the Board acts.

(ii) Developer has agreed to enter into a fixed fee contract with the Association for the provision of management, maintenance and other services for the

OFFICIAL RECORDS

VOL 7255 PG 1777

Property for an initial term of six (6) months, which contract shall be terminable at Developer's or Association's option at any time after said initial term upon thirty (30) days' written notice.

(iii) Surpluses or shortages in a particular year's annual maintenance assessment shall be carried forward into the following year's annual maintenance assessment which shall be adjusted upwards or downwards accordingly.

(iv) Annual maintenance assessments shall be paid, in advance, in quarterly installments.

(c) Proration of First Annual Maintenance Assessment. The first annual maintenance assessment against any Lot shall be prorated according to the number of days remaining in the year from the date of the closing on the conveyance of the Lot from Developer to Owner.

6.4 Lot Landscaping Maintenance Assessment.

Notwithstanding the fact that the landscaping and grassed areas of Lots are owned in fee simple by Owners and are assessed to Owners for ad valorem tax purposes, all maintenance and lawn care of such areas shall be the sole responsibility of the Association, its servants or employees, so as to maintain a harmonious and aesthetically pleasing appearance throughout the Property. Each Owner shall be separately assessed for the cost of maintaining the landscaped areas on his Lot in accordance with the size and needs of the landscaping on his Lot as compared to the size and needs of the other Lots, as determined by the Board of Directors within its sole discretion. Such separate Lot Landscape Maintenance Assessment shall be in addition to annual maintenance assessments. The cost of maintenance of the landscaped and grassed areas which are part of the Common Area shall be included in the Annual Maintenance Assessment. Each Owner shall pay the Lot Landscaping Maintenance Assessment for his Lot within ten (10) days after receipt of a statement for that Assessment.

6.5 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part, any expense that is not expected to be incurred and was not included in the Annual Maintenance Assessment, including the expense of performing for any delinquent Owner the obligations of such Owner as provided herein, or the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement within the Common Areas; provided that such assessment is approved by two-thirds (2/3) of the votes (as established in paragraph 4.1) voting at a meeting duly convened for such purpose.

6.6 Specific Assessments. Any indebtedness of an Owner to the Association incurred pursuant to the provisions of this Declaration may be assessed by the Association against the Owner and his Lot. Upon failure of the Owner to pay such indebtedness within thirty (30) days of the mailing of an invoice therefor from the Association to the Owner, such assessment may become a lien upon the Lot of the Owner pursuant to the provision of paragraph 6.9 of this Declaration.

6.7 Certificate of Payment. The Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates.

6.8 Due Dates of Assessments. The assessment for the initial contribution of capital as contemplated in paragraph 6.2 is due at the closing of the Lot sale from the Developer to the Owner. The annual maintenance assessment is payable quarterly, in advance, as specified in paragraph 6.3. All other assessments contemplated in this Declaration are due within ten (10) days of the mailing of an invoice therefor from the Association to the Owner. In addition

to any other rights or remedies of the Association, the Association may also charge a late fee equal to the greater of \$25.00 or ten percent (10.00%) of the late payment for any assessment not paid by the due date.

6.9 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' and paralegal fees, whether in settlement, at trial or on appeal) shall become a lien on such Lot in favor of the Association upon the recording of a Claim of Lien signed by any officer of the Association. The Association may record a Claim of Lien against any Lot when any assessment is more than 30 days delinquent. By acceptance of the deed to him or her conveying a Lot, each Owner agrees that each such assessment, together with the interest, costs and expenses specified above, also is the personal obligation of the Owner of such Lot when the assessment becomes due. The personal obligation for the delinquent assessments does not pass to an Owner's successors in title, however, unless expressly assumed in writing.

6.10 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within thirty (30) days after the due date bears interest from that date, at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expense of foreclosure, including reasonable attorneys' and paralegal fees, whether in settlement, at trial or on appeal, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an Owner.

6.11 Subordination of Lien. The lien for assessments provided in this Article is subordinate to the lien of any First Mortgage recorded prior to the recording of the Association's Claim of Lien. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to assessments that become due before such sale or transfer, unless such assessment was secured by a Claim of Lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association, to be included in the Annual Maintenance Assessment, and collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than sixty (60) days and shall give such First Mortgagee thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the Lot encumbered and stating the address to which notices shall be given. By acceptance of the deed to him or her conveying a Lot, each Owner agrees to the notification of his or her First Mortgagee as set forth in this paragraph.

ARTICLE VII

OBLIGATIONS OF OWNERS

7.1 Maintenance. Each owner at his expense shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot, and the Unit located thereon, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of any privacy fences within the Lot, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, rear sidewalks, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Landscaping and maintenance of all lawns and other landscaped areas of the Common Area as well as all Lots shall be performed by the Association in accordance with paragraph 5.2 hereof. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft or other casualty. All maintenance and repair shall be performed by each owner at regular intervals as shall be necessary to keep his lot in attractive condition. Each owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice by the Association to such Owner specifying the items of maintenance or repair. Owners shall use only materials approved by the A.R.C. when performing exterior repair and maintenance. Failure to promptly maintain a Lot or Unit shall permit the Association to perform such maintenance as provided in paragraph 5.2 hereof, and to levy assessments to recover the costs thereof.

7.2 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owner shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements, specifically including only the use of materials and colors that have been approved by the A.R.C.

7.3 Public Liability Insurance. Each owner shall maintain public liability insurance for his Lot, including the Pedestrian Easements, in amounts and with coverage as determined by the Association. Each Owner agrees to indemnify and hold the Association harmless for any claims or damages made against it or incurred by it as a result of any injuries sustained by servants, employees, invitees, or guests of Owners or tenants occurring on a Lot or any portion thereof on each such policy. The policy shall list the Association as an additional insured or shall provide for waiver of subrogation by the Owner's insurer against the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Architectural Review Committee. The Developer shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee (the "A.R.C") composed of three (3) or more persons who need not be Owners. At least one member of the A.R.C. may be a contractor, architect or landscape architect (the "Professional Advisor") or, the A.R.C. may retain the services of a Professional Advisor to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members of the A.R.C. The Developer shall retain the right to appoint the A.R.C. members until the first to occur of (a) the sale by Developer of all of its the Lots in the Property, or (b) ten

VO 7255 PG 1791

OFFICIAL RECORDS

(10) years from the date this Declaration is recorded. Thereafter, the Board of Directors of the Association shall appoint the A.R.C. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of his or her duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

8.2 A.R.C. Authority. Unless the Developer is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a professional office community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, and require the removal of (when constructed without A.R.C. approval), those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a professional office community. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the A.R.C.'s rules and regulations shall be enforced by the Board of Directors in the name of the Association.

8.3 A.R.C. Approval. Except for all construction relating to the Work and items installed by Developer as part of the Work, the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of a Unit within the Property unless any structure, use, or activity is expressly permitted by the A.R.C.'s promulgated rules and regulations. The following subparagraphs are included herein not as a statement of A.R.C. policy, but to serve as examples of the general guidelines that will be employed by the A.R.C. in its consideration of applications by Owners for construction, alteration, or improvements of Lots.

(a) Initial Construction. Lots may only be improved by the construction thereon of a Unit in accordance with plans and specifications for such Unit agreed upon by Developer and/or A.R.C. and owner. Unless otherwise agreed to in writing by Developer, all construction of Units and any and all other improvements on the Lots shall be performed and supervised by Developer or its subcontractors, agents or employees.

(b) Size and Minimum Square Footage Limitation. The Units constructed on each Lot shall not exceed the height of thirty-five (35) feet above grade level. Units other than Duplex Units shall have a minimum area of one thousand four hundred (1400) square feet of interior office area, exclusive of porches and patios. An individual Duplex Unit may have an area of less than one thousand four hundred (1400) square feet of interior office space provided that the aggregate interior office area of that Duplex Unit and the adjoining Duplex Unit is at least one thousand four hundred (1400) square feet, exclusive of porches and patios.

(c) Other Structures. Without the prior written approval of the A.R.C., no tents, sheds, trailers, tanks, storage buildings, arbors, gazebos, or structures of any type whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent may be erected on a Lot, except for temporary buildings associated with construction by the Developer.

(d) Landscaping. In connection with the construction of improvements on any Lot, complete landscaping plans must be agreed upon by Developer and Owner together with the plans and specifications for construction of the Unit as described in paragraph 3.1. All landscaping plans must be prepared by a professional landscape architect or other landscape professional approved by A.R.C., and must include an automatic underground sprinkler system. No living trees measuring six (6) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of A.R.C. No hedges or hedge like grouping of plants exceeding two (2) feet in height shall be permitted without the written approval of the A.R.C. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot.

(e) Fences. No hedges, fences, walls or similar structures may be erected on a Lot, unless and until the location, quality, style, color and design have been first approved in writing by the A.R.C. In general, fences, walls and hedges will not be permitted to define property lines. The A.R.C. shall grant approval for fences, walls and hedges only when necessary to provide privacy from highly traveled streets, parking lots, driveways and other areas. No fence, wall or hedge may exceed six (6) feet in height. No chain link, barbed wire or other forms of wire fences are permitted. All fences must be painted or stained, must conform to those installed by the Developer, and must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of A.R.C.

(f) Setback Lines. To insure that location of Units will be staggered where practical and appropriate, and so that the maximum aesthetic value will be available to each Unit, the A.R.C. shall have the right to control absolutely, and to solely decide, the precise site and location of any Unit upon a Lot, subject to compliance with zoning regulations. Without a showing of special hardship, the A.R.C. shall not approve set-backs less than five (5) feet from side street lot lines, five (5) feet from rear lot lines and five (5) feet from side lot lines except where Party Walls are located. Developer reserves the right to establish specific setback lines applicable to any unsold Lots in the Property.

(g) Sidewalks. Unless otherwise agreed to in writing by Developer, each Unit constructed on a Lot shall have one front entry sidewalk, one rear exit sidewalk and the necessary pads for air conditioning or other necessary mechanical equipment. All such sidewalks and pads shall be constructed of 3000 PSI concrete with a minimum thickness of at least four inches (4").

(h) Exterior Mechanical Equipment. All exterior mechanical equipment related to a Unit (including, without limitation, compressors, heat exchangers and water pumps), whether such equipment shall be located on the roof of the Unit, or on the ground adjacent to the Unit, shall be fully screened by a hedge, wall and other screen of opaque materials. Such hedge, wall or other screening shall be in harmony with the exterior of the Unit to which it is related, and the other Units on the Property, and shall comply with the provisions of paragraph 8.3(d) and 8.3(e) of this Declaration.

(1) Signage. No signs, illustrations, illuminations or advertising of any type shall be erected, placed or installed on the Property without the prior written approval of the Developer as long as it owns any Lot within the Property, and thereafter without the prior written consent of the A.R.C. All such signs, illustrations, illuminations and advertising shall be in harmony with the exterior of the Unit to which they are related and the other Units on the Property, and before erection or installation, the design, graphics, logo, color, type, style and illuminations shall be approved, in writing, by the Developer if it still owns any Lot, or by the A.R.C., if the Developer no longer owns any Lot. The wording for each Unit's sign will be limited to the name of the occupant, or name of the building establishment, along with a description of its occupation, profession or function. No sign will be permitted on or above the cornice line of any Unit, or on the roof.

8.4 Applications. All applications to the A.R.C. must be accompanied by detailed and complete plans and specification and fees as may be required by the A.R.C. If the A.R.C. does not approve or disapprove any application within thirty (30) days after receipt, the A.R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the Legal Documents. In all other events, the A.R.C. approval must be in writing.

8.5 Inspection. The A.R.C or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any noncompliance does not materially violate the provisions of this Declaration. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of noncompliance. The Board of Directors shall consider the matters of noncompliance and shall afford the affected owner or his representation an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the noncompliance or requiring the owner to correct the noncompliance items.

8.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer of the Association neither the Developer, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, demand or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld.

ARTICLE IX

GENERAL PROVISIONS

10.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right for the Developer (so long as it owns any Lot) or, thereafter, the Association, following ten (10) days written notice to the Owner of any Lot specifying a violation of the Legal Documents, to enter upon that Lot to correct the violation of the Legal Documents or to take such other action at the expense of the Lot Owner as Developer or the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate

of interest from the date of demand. Developer or the Association may, at its option, bring action at law against the Owner personally obligated to pay the same, or may file a claim of lien against a Lot, pursuant to Article VI hereof, and may foreclose such lien. In addition, the Association or Developer may levy a fine or penalty for infractions or violations of this Declaration.

(b) Legal Proceedings. The Developer, the Association, or any Owner has the right to enforce by any appropriate proceedings all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Developer or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees and fees at trial and on appeal from such non-prevailing Owner. In no event may such costs and expenses be recovered against the Association or Developer, unless otherwise provided by law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, including fees on appeal, may be assessed against the Owner's Lot, as provided in Article VI, entitled "Covenant for Assessments." If any Owner or group of Owners is a prevailing party against any other Owner or group of Owners, such owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees and fees on appeal, in the sole discretion of the Board of Directors. Such costs and expenses shall then be assessed against the non-prevailing Owner as specific assessments.

(d) No Waiver. Failure by the Developer, the Association or by any Owner to enforce any document, restriction, or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer or the Association of any Owner or any other Person.

10.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of forty (40) years from the date that this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless the then Owners, by a margin of sixty-seven percent (67%) of the votes cast, determine not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

10.3 Amendment.

(a) Developer. The Developer reserves and shall have the sole right for so long as Developer is a member of the Association, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, or other legal requirements; or (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or the Plat.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required for a deed under the laws of the State of Florida and signed by not less than a two-thirds (2/3) majority of the votes of the then Owners and the Developer (for so long as the Developer is a member of the Association). No amendment shall be effective until recorded.

10.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of Business) and the holders of sixty-seven (67%) percent of the First Mortgages within the Property: (a) amendment of this Declaration, except as expressly provided in subparagraph (a) of the last preceding paragraph; (b) alienation or encumbrancing of all or any portion of the Common Areas, except as permitted under Article II of this Declaration; and (c) the merger, consolidation, or dissolution of the Association.

10.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, and it is determined that some portion of the structure encroaches upon any easement area or the Common Area, Developer (so long as it is an Owner) reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the easement area or the Common Areas without the consent or joinder of any Person irrespective of who owns the easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding on all subsequent Owners of the affected Lots.

10.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights.

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association. That representative is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event shall be entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a first Mortgage shall be entitled to receive any notice that is required to be given to the members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty