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PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.
 ZACK KOSNITZKY, P.A.
 100 S.E. SECOND STREET
 SUITE 2800
 MIAMI, FLORIDA 33131

DECLARATION OF RESTRICTIONS
 FOR
 FAIRMONT AT REGENCY LAKES

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DECLARATION OF RESTRICTIONS
FOR
FAIRMONT AT REGENCY LAKES

THIS DECLARATION OF RESTRICTIONS FOR FAIRMONT AT REGENCY LAKES (this "Declaration") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and by Fairmont at Regency Lakes Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

A. Lennar and Association are the owners of the real property in Broward County, Florida more particularly described in Exhibit 1 attached hereto and made a part hereof ("Fairmont").

B. Lennar and Association desire to subject Fairmont to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising Fairmont, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Lennar and Association hereby declare that every portion of Fairmont is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee established pursuant to the Master Declaration.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State, as amended, in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 18.1 hereof.

"Association" shall mean the Fairmont at Regency Lakes Homeowners' Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles and the By-Laws.

"Back Yard" shall mean the portion of the yard of a Home between the back of the Home and the designated rear property line for such Home. In the event that there is any question about what portion of a Home is part of the Back Yard, the Association's determination shall be final.

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

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof.

"Common Areas" shall mean all real property interests and personalty within Fairmont designated as Common Areas from time to time by plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Fairmont. The Common Areas may include, without limitation, Surface Water Management System, open space areas, internal buffers, perimeter buffers,

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improvements, easement areas owned by others, additions, irrigation pumps, irrigation lines, common irrigation facilities (whether within or outside of the boundaries of a Home), sidewalks, streets, street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entranceways, features, entrance gates, gatehouses, a pool, cabana, tennis courts, walls, and fences. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Community Completion Date" shall mean the date upon which all Homes in Fairmont, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

"Declarant" shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"East Lots" shall mean Lots 24, 25, 26, 27, 28, 29, and 30 within Fairmont.

"Fairmont" shall mean all of the real property described on Exhibit 1 and shall include the Common Areas, each Home, or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Declarant may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Fairmont.

"Front Yard" shall mean the portion of the yard of a Home between the front of the Home and the designated front property line for such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, the Association's determination shall be final.

"Home" shall mean each zero lot line home and appurtenances thereto constructed on a Parcel within Fairmont together with the Parcel. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (*e.g.*, by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 18.1.5 hereof.

"Lender" shall mean the holder of a first mortgage encumbering a Home or any portion of Fairmont.

"Master Association" shall mean the Regency Lakes Community Association, Inc.

"Master Declaration" shall mean the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23288 at Page 955 in the Public Records of Broward County, Florida, and all amendments thereto.

"Monthly Assessments" shall have the meaning set forth in Section 18.1.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, or any combination thereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all amounts payable in connection with any private street lighting agreement between Association and FPL; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; all amounts for the maintenance of the wall and/or fence; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Declarant until the Turnover Date, or a Lender.

"Parcel" shall mean any subdivision of Fairmont, platted or unplatted, upon which a Home is or will be constructed.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean any permit issued by SFWMD.

"Public Records" shall mean the Public Records of Broward County, Florida.

"Regency Lakes Community" shall mean all of the real property subject to the Master Declaration.

"Reserves" shall have the meaning set forth in Section 18.1.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Fairmont as adopted by the Board from time to time.

"SFWMD" shall mean the South Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 18.1.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Fairmont surface water management system includes those works authorized by SFWMD pursuant to the Permit.

"Title Documents" shall have the meaning set forth in Section 26.8 hereof.

"Turnover Date" shall have the meaning set forth in Section 26.7.4 herein.

"Use Fees" shall have the meaning set forth in Section 18.1.3 hereof.

"Wall Easement Area" shall have the meaning set forth in Section 17.4 herein.

"Working Capital Fund" shall have the meaning set forth in Section 18.11 hereof.

"Zero Lot Line Wall" shall mean a wall built directly on a lot line which forms part of a Home commonly known as a zero lot line. If there is any question about whether a Home is a zero lot line residence, or which portion of a residence is a Zero Lot Line Wall, the Association's determination shall be final.

3. Plan of Development. The planning process for Fairmont is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Declarant's buyers. Subject to the Title Documents, Declarant may wish and has the right to develop Fairmont and adjacent property owned by Declarant into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Fairmont as finally developed.

4. Amendment.

4.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. Without limiting the foregoing, no amendment to this Declaration that affects membership in the Association, Assessments, maintenance of the Common Areas, or the rights and priorities of liens shall be made or be effective at any time without the prior express written consent of Metropolitan Broward County, if required by applicable law. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunication Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Fairmont; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3. Amendments From and After the Turnover Date. After the Turnover Date, **but subject to the general restrictions on amendments set forth above**, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; **and** (ii) seventy-five percent (75%) of all of the votes in Association.

5. Annexation and Withdrawal.

5.1. Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of Fairmont by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Fairmont, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Fairmont. Such amendment may contain additions to, or modifications of,

the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Declarant may add additional lands to Fairmont.

5.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3. Withdrawal. Prior to the Community Completion Date, any portions of Fairmont (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of Fairmont shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Fairmont shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Fairmont). Association shall have no right to withdraw land from Fairmont.

6. Dissolution.

6.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Fairmont and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Fairmont which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership

7.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or to any portion of Fairmont and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on

the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Declarant rights with respect to Association are set forth in the Articles and By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Declarant, or conflict with the provisions of this Declaration.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Fairmont for various public purposes or for the provision of Telecommunication Systems, or to make any portions of Fairmont part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Fairmont. In addition, the Common Areas of Fairmont may include decorative improvements, and berms. Declarant may remove, modify, eliminate or replace these items from time to time in its sole discretion. Declarant specifically reserves the right to change the layout, composition, and design of all Common Areas. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE NOT GUARANTEES OR REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS.

9. Incorporation and Agreement of Priority of Master Declaration. The provisions of the Master Declaration are hereby incorporated and such provisions shall control in the event if same are in conflict with the provisions of this Declaration.

10. Operation of Common Areas

10.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of Fairmont or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Declarant has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

10.2. Construction of Common Areas Facilities. Declarant has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant determines in its sole discretion. Declarant shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Declarant reserves the absolute right to construct additional Common Areas facilities and improvements within

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Fairmont, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (*e.g.*, furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

10.3. Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Declarant.

10.4. Conveyance. All or portions of the Common Areas may be dedicated by plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Declarant to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any conveyance or encumbrance of such Common Areas is subject to an Owner's ingress and egress easement to his or her Home.

10.5. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Fairmont including, but not limited to, Association, Declarant, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party **without** (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; **and** (b) the consent of Declarant, **and** (c) the written approval of Metropolitan Broward County, **or** (ii) from and after the Community Completion Date, approval of (a) sixty six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; **and** (b) seventy-five percent (75%) of all of the votes in Association **and** (c) the written approval of Metropolitan Broward County, if required by applicable law. If ingress or egress to any Home is through the Common Areas, any conveyance or encumbrance of such Common Areas shall be subject to each Owner's easements created by this Declaration.

10.6. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

10.7. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or

dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

10.8. Use.

10.8.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

10.8.2. Right to Allow Use. Declarant and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

10.8.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

10.8.4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of Fairmont accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of Fairmont (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) or the removal or pruning of shrubbery or trees within Fairmont, (e) design of any portion of Fairmont, and (f) noise from abutting streets. Each person entering onto any portion of Fairmont also expressly indemnifies and agrees to hold harmless Developer and Association and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas or proximity of any Home, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, DEER, SWINE, TURKEYS, SNAKES, DUCKS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

10.8.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other waterbodies within Fairmont by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Declarant, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein

against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

10.9. Rules and Regulations.

10.9.1. Generally. Prior to Community Completion Date, the Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations shall not be effective until recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated relating thereto.

10.9.2. Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by Declarant, and shall not be applied in a manner which would adversely affect the interests of the Declarant. Without limiting the foregoing, Declarant, and/or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas, and related improvements within Fairmont, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Fairmont), general office and construction operations within Fairmont; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Fairmont for sales, 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 portion of Fairmont; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Fairmont owned by Declarant, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Fairmont including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Fairmont by dredge or dragline, store fill within Fairmont and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Fairmont and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and improvements comprising Fairmont.

10.10. Public Facilities. Fairmont may include one or more facilities which may be open and available for the use of the general public. By way of example, it is anticipated that there will be a bus bay easement, a bus shelter easement, and public utility easements within the boundaries of Fairmont. The Association shall be required to maintain any landscaping in these Common Areas, the cost of which shall be part of Operating Costs.

10.11. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Declarant or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10.12. Special Taxing Districts. For as long as Declarant controls 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 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. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Without limiting the foregoing, Declarant anticipates the creation of a multi-purpose taxing district (lighting and landscaping) for the Fairmont. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Metropolitan Broward County and all other applicable governing entities having jurisdiction with respect to the same. Declarant shall obtain all required resolutions and other approvals prior to the conveyance of any Common Areas pursuant to this Section.

10.13. Water Mains. In the event the Broward County or any of its subdivisions, agencies, and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at Association's expense.

10.14. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

11. Zero Lot Line Homes.

11.1. Easement for Zero Lot Line Wall Maintenance. Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. Declarant hereby grants to each Owner of a Zero Lot Line Wall a maintenance easement over the Home adjacent to the Zero Lot Line Wall for the maintenance of the Zero Lot Line Wall and any wing wall attached thereto and for ingress and egress to the Zero Lot Line Wall and wing wall. The easement shall be four (4) feet in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Home on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line Wall and wing wall, if any, or which would in any way interfere with the ability of an Owner of a Zero Lot Line Wall to maintain the Zero Lot Line Wall and wing wall. Notwithstanding the foregoing, Declarant may construct a connecting wall across the easement area; provided, however, that the Owner of a Zero Lot Line Wall shall have access at all reasonable times to the easement area. In the event that there is any question about when access under the easement created by this Section is reasonable, the Association's determination shall be final. In the event that the Owner of a Zero Lot Line Wall damages the adjacent Home subject to the foregoing maintenance easement, the Owner of the Zero Lot Line Wall shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the damaged Home to effect such repair, and the cost thereof shall be charged to the Owner of the Zero Lot Line Wall as an Individual Assessment.

11.2. Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward.

11.3. No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make any structural changes in a Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the ACC.

11.4. Damage by Owner of Adjacent Home. In the event that a Zero Lot Line Wall is damaged by the Owner of an adjacent Home, the Owner of the adjacent Home shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

11.5. Construction Easement. Declarant reserves an easement over all zero lot line Homes for all construction purposes. By way of example, Declarant and Declarant's construction crews may be required to enter onto a completed zero lot line Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to zero lot line Homes, and shall be construed as broadly as possible.

12. Maintenance by Association.

12.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

12.2. Surface Water Management System.

12.2.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System including, without limitation any signage required by any permit, in a manner which complies with the permit and the conservation easement. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. The Association will take any action against Owners as necessary to enforce the conditions of the conservation easement and the permit, including, without limitation, any monitoring required by the permit.

12.2.2. Amendments to Association Documents. Association shall submit to SFWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SFWMD shall then inform Association as to whether the amendment requires a modification of the permit. If a modification of the permit is necessary, SFWMD shall so advise Association. Once Association receives the modification to the permit and any conditions to the permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

12.3. Lawn Maintenance. Association shall cut the grass in the Front Yard and Back Yard of each Home. Each Owner is specifically responsible for maintaining all irrigation, landscaping and improvements within any portion of a Home, including the irrigation, landscaping and improvements within the Front Yard and Back Yard. Without limiting the foregoing, each Owner is responsible for trimming all trees and shrubs, and weeding and caring for any plant bed within any portion of a Home. Each Owner shall be responsible for replacing or removing any trees, shrubs, grass, or landscaping that require replacement or removal in the Front Yard and/or Back Yard. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS OR BACK YARDS, AND OTHER HOMES MAY HAVE FRONT YARDS OR BACK YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OR BACK YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS. Association shall have an easement over each Home necessary to perform the maintenance required hereby.

12.4. Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

12.5. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas, through or under Owner, shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal

of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

12.6. Right of Entry. Declarant and Association are granted a perpetual and irrevocable easement over, under and across Fairmont for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Fairmont if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

12.7. Maintenance of Property Owned by Others. Association shall, if designated by Declarant by amendment to this Declaration, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Declarant upon areas which are not within Fairmont but abut, or are proximate to, the same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Fairmont. These areas may include (for example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

13. Guest Parking Spaces. Certain parking spaces may be designated as guest parking spaces. Owners may not park in guest parking spaces under any circumstances.

14. Use Restrictions.

14.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Fairmont complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

14.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

14.3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents.

14.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Fairmont. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Fairmont shall be the same as the responsibility for maintenance and repair of the property concerned.

14.5. Maintenance by Owners.

14.5.1. Standard of Maintenance. Subject only to the obligation of Association to maintain Front Yards and Back Yards as provided in Section 12.3, all irrigation, landscaping and any property, structures, improvements, shadow box fences, and appurtenances shall be well maintained and kept in first class, good, safe, clean,

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neat and attractive condition consistent with the general appearance of Fairmont and the Regency Lakes Community. Each Owner is specifically responsible for maintaining all irrigation, landscaping and improvements within any portion of a Home.

14.5.2. Common Area Enclosed by a Private Fence. If an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

14.5.3. Weeds and Refuse. In compliance with Master Declaration and subject only to the obligation of Association to maintain Front Yards and Back Yards, no weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

14.5.4. Driveway Easement. If the driveway to any Home is made of any material other than asphalt, including without limitation, concrete or concrete pavers, the Owner shall be responsible to repair any damage to such driveway, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

14.6. Drainage System. Once a drainage system or drainage facilities are installed by Declarant, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Declarant shall have no responsibility or liability for drainage problems of any type whatsoever.

14.7. Party Walls.

14.7.1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Fairmont which are built by Declarant as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Declarant, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

14.7.2. Sharing of Repair and Maintenance for Party Walls.

14.7.2.1. Generally. The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, 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.

14.7.2.2. **Failure to Contribute.** In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (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 therefor 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 now 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 and suit thereon shall be commenced one (1) year from date such lien is filed.

14.7.3. **Alterations.** The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

14.7.4. **Weatherproofing.** Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

14.7.5. **Easements.** Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

14.8. **Irrigation.** Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway may utilize the waterway to irrigate unless so provided by Declarant as part of original construction. Association may use waterways to irrigate Common Areas. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Declarant and Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times.

14.9. **Boundaries of Maintenance.** Each Owner shall maintain the property from their Home boundary to the edge of the water. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

14.10. **Subdivision and Regulation of Land.** No portion of any Home or any portion of Fairmont shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Fairmont, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.

14.11. **Alterations and Additions.** No material alteration, addition or modification to any portion of Fairmont, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by the Master Declaration.

14.12. **Signs.** No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Fairmont or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by the Master Declaration.

14.13. **Roofs and Pressure Treatment.** Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. Each Owner shall be solely responsible for repair and replacement of his Home's roof. Each Owner shall be liable for any damage to the roof or any other part of an adjacent Home resulting from repair or replacement of such Owner's roof.

14.14. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

14.15. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm.

14.16. Wall Units. No window air conditioning unit may be installed in any window in a Home.

14.17. 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 Home or when permanent window treatments are being cleaned or repaired.

14.18. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or other portion of Fairmont without the prior written approval thereof being first had and obtained from the ACC as required by the Master Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

14.19. Pools. All pools and appurtenances installed shall require the approval of the ACC as set forth in the Master Declaration. Above ground pools shall be permitted only with the prior written approval of the ACC as set forth in the Master Declaration and shall be below the fence line in height and contained within a fenced Back Yard or within a fenced portion of a Back Yard. All pools shall be adequately maintained and chlorinated. Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval.

14.20. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

14.21. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in the Master Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

14.22. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Fairmont, change the level of the land within any portion of Fairmont, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Fairmont. Owners may place additional plants, shrubs, or trees within any portion of Fairmont with the prior approval of the ACC.

14.23. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

14.24. Animals. No animals of any kind shall be raised, bred or kept within Fairmont for commercial purposes. Otherwise, Owners may keep two (2) domestic pets as permitted by Broward County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Domestic pets shall be limited to fish, dogs, and cats and such other pets as approved by the Board in writing. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No

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pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Fairmont designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section. After the Turnover Date, a majority of the Board may, from time to time, amend this provision to be less restrictive without the joinder or consent of the Owners. Thereafter, a majority of the Board may, from time to time, reinstate the original language of this provision without the joinder or consent of the Owners.

14.25. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Fairmont is permitted. No firearms shall be discharged within Fairmont. Nothing shall be done or kept within the Common Areas, or any other portion of Fairmont, including a Home which will increase the rate of insurance to be paid by Association.

14.26. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Fairmont. Declarant and Association shall not be responsible for any use of the facilities by anyone, including minors.

14.27. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Fairmont, which is unsightly or which interferes with the comfort and convenience of others.

14.28. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

14.29. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

14.30. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

14.31. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

14.32. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

14.33. Parking. Determined pursuant to the provisions in the Master Declaration. Notwithstanding the foregoing, under no circumstances shall any vehicles be parked on the streets within Fairmont, except for emergency vehicles.

14.34. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association.

14.35. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Fairmont or within any Home, except those which are required for normal household use.

14.36. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

14.37. Commercial Activity. Except for normal construction activity, sale and re-sale of a Home, and sale and re-sale other property owned by Declarant no commercial or business activity shall be conducted in any Home within Fairmont. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Fairmont. No solicitors of a commercial nature shall be allowed within Fairmont, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

14.38. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Fairmont.

14.39. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any lot, unless approved by the ACC.

14.40. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Fairmont without the prior written approval of the ACC.

14.41. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Fairmont without prior written consent of the ACC.

14.42. Fencing. No walls or fences shall be erected or installed without prior written consent of ACC. Chain link fencing may be allowed with ACC approval.

15. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for Party Walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

16. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

16.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

16.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party,

without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association.

16.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

16.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

16.5. Homes.

16.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home, including the roof and on each Party Wall comprising part of such Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

16.5.2. Requirement when Insurance Purchased by Association. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

16.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 16.5 shall be in accordance with the standards established by the ACC or Master Association (the "Design Standards") or any other standards established by the ACC or Master Association with respect to any casualty that affects all or a portion of Fairmont.

16.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

16.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

16.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

16.6.1. The bonds shall name Association as an obligee.

16.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

16.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

16.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association.

16.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

16.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

16.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

16.10. Additional Insured. Declarant and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

16.11. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

17. Property Rights.

17.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Fairmont shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, **subject to** the following provisions:

17.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

17.1.2. The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 617.305 of the Florida Statutes, as amended from time to time.

17.1.3. The right of Declarant and/or Association to dedicate, grant, license, lease, concession, create easements upon, sell, or transfer all or any part of the Common Areas, to any public agency, entity, authority, or utility without the consent or joinder of the Owners. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

17.1.4. The right of Declarant and/or Association to modify the Common Areas as set forth in this Declaration.

17.1.5. The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

17.1.6. The rights of Declarant and/or Association regarding Fairmont as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

17.1.7. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

17.2. **Ingress and Egress.** An easement for ingress and egress is hereby created for pedestrian traffic over, and through and declaration across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

17.3. **Development Easement.** In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under Fairmont as may be required in connection with the development of Fairmont, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Fairmont, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Fairmont for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System provided by Declarant. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to Association on account of Declarant's use of the Common Areas for construction purposes. Declarant intends to use the Common Areas for sales of new and used Homes. Further, Declarant may market other residences and commercial properties located outside of Fairmont from Declarant's sales facilities located within Fairmont. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 23.1 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

17.4. Wall Easement Area. A three (3) foot easement is hereby created along the rear property line of each of the East Lots in favor of the Association for the purpose of maintaining the wall which is part of the Common Areas ("Wall Easement Area"). No structure shall be placed within the Wall Easement Area.

17.5. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Service Providers (as such term is defined in the Master Declaration) shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems (as such term is defined in the Master Declaration) within Fairmont.

17.6. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

17.7. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

17.8. Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Fairmont (including Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

17.9. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Fairmont (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

17.10. Drainage. A non-exclusive easement shall exist in favor of Declarant, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Fairmont over, across and upon Fairmont for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Fairmont (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Fairmont and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Fairmont and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

17.11. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

18. Assessments.

18.1. Types of Assessments. Declarant and each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association and assessments to the Master Association pursuant to the Master Declaration (collectively, the "Assessments"). The Assessments levied by Association shall be used for, among other

things, the purpose of promoting the recreation, health, safety and welfare of the residents of Fairmont, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

18.1.1. Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

18.1.2. Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

18.1.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

18.1.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason.

18.1.5. Assessments for which one or more Owners (but less than all Owners) within Fairmont is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

18.2. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

18.3. Allocation of Operating Costs.

18.3.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Declarant.

18.3.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Fairmont conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

18.3.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

18.3.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

18.4. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

18.5. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association.

18.6. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner.

18.7. Declarant Excused From Payment. Prior to the Turnover Date, Declarant shall have the option to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of Monthly Assessments against Owners or to pay Monthly Assessments on Homes owned by Declarant. If Declarant does not pay Monthly Assessments on Homes owned by Declarant, Declarant shall be obligated to pay Operating Costs incurred that exceed the Monthly Assessments receivable from Owners and other income of Association. After the Turnover Date, Declarant shall pay all Monthly Assessments on Homes owned by Declarant.

18.8. Surplus Assessments. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

18.9. Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

18.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

18.10.1. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

18.10.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

18.10.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

18.11. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Declarant at the time of conveyance of each Home an amount equal to two months' Assessments. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. Amounts paid into the fund are not to be considered as advance payment of Assessments and may be used by the Association for any purpose whatsoever, including without limitation, reducing the funding obligations, if any, of Declarant relative to the Association. The Working Capital Fund may be used by Declarant to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Working Capital Fund.

18.12. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

18.13. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

18.14. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

18.15. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer.

However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be

construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

18.16. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

18.17. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

18.18. Exemption. The Board shall have the right to exempt any portion of Fairmont subject to this Declaration from the Assessments, provided that such part of Fairmont exempted is used (and as long as it is used) for any of the following purposes:

- 18.18.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 18.18.2. Any real property interest held by a Service Provider (as such term is defined in the Master Declaration);
- 18.18.3. Common Areas;
- 18.18.4. Any of Fairmont exempted from ad valorem taxation by the laws of the State of Florida;
- 18.18.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Fairmont is a part.

18.19. Collection by Declarant. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

18.20. Rights to Pay Assessments and Receive Reimbursement. Association, Declarant, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

18.21. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default

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is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

19. Information to Lenders and Owners.

19.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

19.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

19.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

19.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

19.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

19.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

19.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

20. Architectural Control Committee. The ACC is determined pursuant to the Master Declaration.

21. Development Plan. Declarant has established an overall Development Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Development Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING FAIRMONT. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW FAIRMONT WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

22. Owners Liability.

22.1. Right to Cure. Should any Owner do any of the following:

22.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

22.1.2. Cause any damage to any improvement or Common Areas; or

22.1.3. Impede Declarant, or Association from exercising its rights or performing its responsibilities hereunder; or

22.1.4. Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

22.1.5. Impede Declarant from proceeding with or completing the development of Fairmont,

then Declarant and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

22.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify 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, the party entitled to enforce same may, at its option:

22.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

22.2.2. Commence an action to recover damages; and/or

22.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

22.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

22.4. Rights Cumulative. All rights, remedies, and privileges granted to Declarant, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Design Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

22.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Design Standards may be enforced by Declarant, and/or Association and/or by any Owner 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 or Design Standards 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 or the Design Standards.

22.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Design Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Design Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes,

as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

23. Additional Rights of Declarant.

23.1. Sales Office. For so long as Declarant owns any property in Fairmont, is affected by this Declaration, or maintains a sales office within Fairmont, Declarant shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Fairmont and sales and re-sales of Homes and/or other properties owned by Declarant or others outside of Fairmont. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Fairmont, including Common Areas, employees in the models and offices, maintain offices in models, and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Community Completion Date.

23.2. Modification. The development and marketing of Fairmont will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Design Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Fairmont to, as an example and not a limitation, amend a , modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

23.3. Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing and promotional events within Fairmont and/or on the Common Areas, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market Fairmont and Homes in advertisements and other media by making reference to Fairmont, including, but not limited to, pictures or drawings of Fairmont, Common Areas, and Homes constructed in Fairmont. All logos, trademarks, and designs used in connection with Fairmont are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

23.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Declarant outside of Fairmont.

23.5. Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

23.6. Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services (as such term is defined in the Master Declaration); and other purposes over, upon and across Fairmont so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. 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 Home, or grant new easements over a Home, 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 Home as a residence. As an illustration, Declarant may grant an easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of Fairmont so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Fairmont. 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. 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. 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 Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

23.7. Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Design Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

23.8. Additional Development. If Declarant withdraws portions of Fairmont from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

23.9. Representations. Declarant makes no representations concerning development both within the boundaries of Fairmont including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on Fairmont or in Fairmont or adjacent or near Fairmont, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

23.10. Telecommunication Services. Declarant has the absolute right to install Telecommunication Systems, as defined in the Master Declaration, in the Common Areas.

23.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF FAIRMONT INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

23.11.1. 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 FAIRMONT HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF FAIRMONT AND THE VALUE THEREOF; AND

23.11.2. 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 BROWARD COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

23.11.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE 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 HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF FAIRMONT (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 WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY 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).

23.12. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, 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 ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

23.13. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY, FLORIDA. DECLARANT HAS AN OFFICE IN BROWARD COUNTY, FLORIDA AND EACH HOME IS LOCATED IN BROWARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA.

23.14. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT FAIRMONT 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 OR 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.

27.8. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF FAIRMONT ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO FAIRMONT. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF FAIRMONT, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO FAIRMONT WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF FAIRMONT HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

23.15. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any affiliate of Declarant has any further interest of any kind in Fairmont; or (ii) a relinquishment by Declarant in an amendment to the Declaration placed in the Public Records.

24. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by Association.

25. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Declarant herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

26. General Provisions.

26.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

26.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

26.3. Execution of Documents. Declarant's plan of development for Fairmont (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Declarant, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its

duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Fairmont, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Fairmont or any portion(s) thereof.

26.4. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

26.5. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

26.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

26.7. HUD/VA Provisions. So long as required in connection with HUD and/or VA financing of the purchase of Homes, the following provisions shall supersede other provisions herein to the contrary:

26.7.1. Annexation of additional properties into Fairmont, dedication of Common Areas, and amendment of this Declaration so as to materially affect the rights of Owners shall require the approval of HUD and/or VA, as applicable, at any time there is a Class B membership.

26.7.2. The Common areas cannot be mortgaged or conveyed without the consent of at least two-thirds of the Owners (excluding Declarant).

26.7.3. The Common Areas shall be conveyed to Association free and clear of all encumbrances before HUD and/or VA insures the first mortgage in Fairmont.

26.7.4. At any time Class B membership (Developer's weighted vote) exists, such Class B membership shall cease and convert to Class A membership upon the earlier of the following (the "Turnover Date"):

26.7.4.1. 75% of the Homes are deeded to Owners; or

26.7.4.2. December 31, 2005.

26.7.5. In addition to any other requirements for amendments set forth herein, the approval of 2/3 of the Owners shall be required to amend this Declaration in any manner which materially affects the rights of the Owners. For the purpose of this subsection only, Declarant shall be considered an Owner of a Home with respect to each Parcel owned by it within Fairmont.

26.8. Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Title Documents identified in the Master Declaration and this Declaration (collectively, the "Neighborhood Title Documents"). Developer's plan of development for Fairmont may necessitate from time to time the further amendment, modification and/or termination of the Neighborhood Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE NEIGHBORHOOD TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Neighborhood Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

- a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Neighborhood Title Documents; and
- b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Neighborhood Title Documents.

IN WITNESS WHEREOF, the undersigned, has hereunto set their hand and seal this 11 day of October, 1999.

WITNESSES:

A. Celiz
 Print Name: Anriz Celiz

Sharon R. Caputo
 Print Name: Sharon R. Caputo

LENNAR HOMES, INC., a
 Florida corporation

By: [Signature]
 Name: C. Dean Amann
 Title: Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of October, 1999 by C. Dean Amann Vice President of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

[Signature]
 NOTARY PUBLIC, State of Florida
 at Large

Print name: Cheryl R. Magro



JOINDER

FAIRMONT AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC.

FAIRMONT AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC. ("Association") does hereby join in the Declaration of Restrictions for Fairmont at Regency Lakes (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11 day of October, 1999.

WITNESSES:

A By
Print Name: Anniz Collazo

Sharon R. Caputo
Print Name: Sharon R. Caputo

FAIRMONT AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

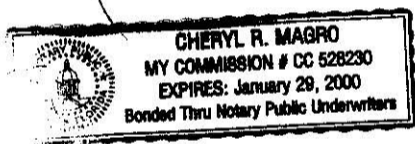
By: Torey Eisenman
Name: Torey Eisenman
Title: President

{SEAL}

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 11th day of October, 1999 by Torey Eisenman as President of FAIRMONT AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



Cheryl R. Magro
NOTARY PUBLIC, State of Florida
at Large

Print name: CHERYL MAGRO

EXHIBIT 1
LEGAL DESCRIPTION

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DESCRIPTION (POD 1, LOT 1)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, PALM BEACH FARMS COMPANY PLAT NO.3, AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1015.33 FEET; THENCE N00°24'54"W, A DISTANCE OF 135.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 11°13'29", AN ARC DISTANCE OF 88.16 FEET THENCE N10°48'35"E, A DISTANCE OF 55.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N10°48'35"E, A DISTANCE OF 32.58 FEET; THENCE N55°48'35"E, A DISTANCE OF 10.61 FEET; THENCE S79°11'25"E, A DISTANCE OF 106.35 TO A POINT INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S83°21'08"W, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 17°27'27", AN ARC DISTANCE OF 7.62 FEET; THENCE S10°48'35"W, A DISTANCE OF 32.58 FEET TO A POINT OF TANGENCY; THENCE N79°11'25"W, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 3)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, PALM BEACH FARMS COMPANY PLAT NO.3, AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1015.33 FEET; THENCE N00°24'54"W, A DISTANCE OF 134.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°24'54"W, A DISTANCE OF 0.25 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 11°13'29", AN ARC DISTANCE OF 88.16 FEET TO A POINT OF TANGENCY; THENCE N10°48'35"E, A DISTANCE OF 1.83 FEET; THENCE S79°11'25"E, A DISTANCE OF 116.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S88°53'39"E, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 21°43'02", AN ARC DISTANCE OF 28.43 FEET THENCE S69°22'59"W, A DISTANCE OF 26.80 FEET; THENCE S73°16'58"W, A DISTANCE OF 106.54 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 6)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3" AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 822.80 FEET TO THE POINT OF BEGINNING; THENCE S89°36'21"W, CONTINUING ALONG SAID BOUNDARY LINE, A DISTANCE OF 40.08 FEET; THENCE N00°23'39"W, A DISTANCE OF 110.00 FEET; THENCE N14°11'10"E, A DISTANCE OF 26.54 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N30°34'05"E, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 26°59'47", AN ARC DISTANCE OF 35.34 FEET; THENCE S00°23'39"E, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 2)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, PALM BEACH FARMS COMPANY PLAT NO.3, AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1015.33 FEET; THENCE N00°24'54"W, A DISTANCE OF 135.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 11°13'29", AN ARC DISTANCE OF 88.16 FEET TO A POINT OF TANGENCY; THENCE N10°48'35"E, A DISTANCE OF 1.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N10°48'35"E, A DISTANCE OF 54.08 FEET; THENCE S79°11'25"E, A DISTANCE OF 115.00; THENCE S10°48'35"W, A DISTANCE OF 41.43 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 9°42'35", AN ARC DISTANCE OF 12.7 FEET THENCE N79°11'25"W, A DISTANCE OF 116.07 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 4)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3," AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 1015.33 FEET; THENCE N00°24'54"W, A DISTANCE OF 13.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°24'54"W, A DISTANCE OF 121.67 FEET; THENCE N73°16'58"E, A DISTANCE OF 106.54 FEET THENCE N69°22'59"E, A DISTANCE OF 26.80 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N69°22'59"E, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 20°11'33", AN ARC DISTANCE OF 26.43 FEET THENCE S45°06'22"W, A DISTANCE OF 197.16 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 5)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3," AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 862.88 FEET TO THE POINT OF BEGINNING; THENCE S89°36'21"W, CONTINUING ALONG SAID BOUNDARY LINE, A DISTANCE OF 152.45 FEET; THENCE N00°24'54"W, A DISTANCE OF 13.19 FEET; THENCE N45°06'22"E, A DISTANCE OF 197.16 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N49°11'25"E, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 18°37'20", AN ARC DISTANCE OF 24.38 FEET THENCE S14°11'10"W, A DISTANCE OF 26.54 FEET; THENCE S00°23'39"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 56)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Eastern most Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek"; thence N00°24'54"W along the Easterly boundary line of said Parcel "A" a distance of 175.00 feet; thence run S89°36'21"W a distance of 404.48 feet to the POINT OF BEGINNING; thence continue S89°36'21"W a distance of 41.08 feet; thence run N00°23'39"W a distance of 104.94 feet, thence run N89°36'21"E a distance of 41.08 feet; thence run S00°23'39"E a distance of 104.94 feet to the POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 58)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Easternmost Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek"; thence N00°24'54"W along the Easterly boundary line of said Parcel "A" a distance of 175.00 feet; thence run S89°36'21"W a distance of 322.32 feet to the POINT OF BEGINNING; thence continue S89°36'21"W a distance of 41.08 feet; thence run N00°23'39"W a distance of 104.94 feet, thence run N89°36'21"E a distance of 41.08 feet, thence run S00°23'39"E a distance of 104.94 feet to the POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 80)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Easternmost Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek"; thence N00°24'54"W along the Easterly boundary line of said Parcel "A" a distance of 175.00 feet; thence run S89°36'21"W a distance of 240.16 feet to the POINT OF BEGINNING; thence continue S89°36'21"W a distance of 41.08 feet; thence run N00°23'39"W a distance of 104.94 feet, thence run N89°36'21"E a distance of 41.08 feet; thence run S00°23'39"E a distance of 104.94 feet to the POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 57)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Easternmost Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek"; thence N00°24'54"W along the Easterly boundary line of said Parcel "A" a distance of 175.00 feet; thence run S89°36'21"W a distance of 363.40 feet to the POINT OF BEGINNING; thence continue S89°36'21"W a distance of 41.08 feet; thence run N00°23'39"W a distance of 104.94 feet, thence run N89°36'21"E a distance of 41.08 feet; thence run S00°23'39"E a distance of 104.94 feet to the POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 59)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Easternmost Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek"; thence N00°24'54"W along the Easterly boundary line of said Parcel "A" a distance of 175.00 feet; thence run S89°36'21"W a distance of 281.24 feet to the POINT OF BEGINNING; thence continue S89°36'21"W a distance of 41.08 feet, thence run N00°23'39"W a distance of 104.94 feet, thence run N89°36'21"E a distance of 41.08 feet; thence run S00°23'39"E a distance of 104.94 feet to the POINT OF BEGINNING.

DESCRIPTION (POD 1, LOT 81)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Easternmost Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek"; thence N00°24'54"W along the Easterly boundary line of said Parcel "A" a distance of 175.00 feet; thence run S89°36'21"W a distance of 210.01 feet to the POINT OF BEGINNING; thence continue S89°36'21"W a distance of 30.15 feet; thence run N00°23'39"W a distance of 104.94 feet, thence run N89°36'21"E a distance of 55.12 feet; thence run S00°24'54"E a distance of 79.94 feet to a point of curvature, THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, having a radius of 25.00 feet; a central angle of 90°1'15", AN ARC DISTANCE of 39.28 feet to the POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 24)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Eastern most Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek", thence S89°36'21"W along said boundary line, a distance of 25.42 feet; thence N43°06'35"W, a distance of 197.21 feet to a point on a curve concave Northwestwardly and having a radius of 75.00 feet, thence Northeastwardly along the arc of said curve a distance of 29.29 feet, through a central angle of 22°22'45", said RADIUS having a bearing of N43°06'35"W; thence S65°29'20"E, a distance of 156.57 feet; thence run S00°24'54"E, a distance of 102.48 feet to the POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 26)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Eastern most Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek"; thence N00°24'54"W along the Easterly boundary line of said Parcel "A", a distance of 102.48 feet to the POINT OF BEGINNING; thence continue N00°24'54"W along said Easterly boundary line, a distance of 96.24 feet; thence run S89°35'06"W, a distance of 135.01 feet to a point on a curve concave Westwardly and having a radius of 75.00 feet, said point bearing N89°22'42"W, to the radius point, thence run Southerly along the arc of said curve a distance of 31.27 feet through a central angle of 23°53'22", thence S65°29'20"E, a distance of 156.57 feet to the POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 52)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3", AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 568.86 FEET; THENCE N00°33'45"W, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'21"W, A DISTANCE OF 41.08 FEET; THENCE N00°23'39"W, A DISTANCE OF 104.94 FEET; THENCE N89°36'21"E, A DISTANCE OF 41.08 FEET; THENCE S00°23'39"E, A DISTANCE OF 104.94 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 54)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3" AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 486.70 FEET THENCE N00°33'45"W, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'21"W, A DISTANCE OF 41.08 FEET; THENCE N00°23'39"W, A DISTANCE OF 104.94 FEET; THENCE N89°36'21"E, A DISTANCE OF 41.08 FEET; THENCE S00°23'39"E, A DISTANCE OF 104.94 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 23)

A portion of Parcel "A", "Regency Lakes at Coconut Creek" according to the plat thereof as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Eastern most Southeast corner of Parcel "A", "Regency Lakes at Coconut Creek" as recorded in Plat Book 157, Page 23 of the public Records of Broward County, Florida, said point also being the Northwest corner of Tract 102, Block 85, "Palm Beach Farms Company Plat No. 3" as shown on said "Regency Lakes at Coconut Creek", thence S89°36'21"W along said boundary line a distance of 25.42 feet to the POINT OF BEGINNING; thence S89°36'21"W continuing said boundary line a distance of 96.00 feet, thence N28°14'30"W a distance of 144.77 feet to a point on a curve concave Northwestwardly and having a radius of 75.00 feet; thence run Northeastwardly along the arc of said curve a distance of 34.60 feet through a central angle of 26°28'10", said RADIUS having a bearing of N16°40'24"W TO A NON-TANGENT LINE; thence S43°06'35"E a distance of 197.21 feet to the POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 51)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3", AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 609.94 FEET; THENCE N00°33'45"W, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'21"W, A DISTANCE OF 41.1 FEET; THENCE N00°23'39"W, A DISTANCE OF 104.94 FEET; THENCE N89°36'21"E, A DISTANCE OF 41.16 FEET; THENCE S00°23'39"E, A DISTANCE OF 104.94 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 53)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3" AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 527.78 FEET THENCE N00°33'45"W, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'21"W, A DISTANCE OF 41.1 FEET; THENCE N00°23'39"W, A DISTANCE OF 104.94 FEET; THENCE N89°36'21"E, A DISTANCE OF 41.08 FEET; THENCE S00°23'39"E, A DISTANCE OF 104.94 FEET TO THE POINT OF BEGINNING.

DESCRIPTION (POD I, LOT 55)

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERNMOST SOUTHEAST CORNER OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK" AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 102, BLOCK 85, "PALM BEACH FARMS COMPANY PLAT NO.3" AS SHOWN ON SAID "REGENCY LAKES AT COCONUT CREEK"; THENCE S89°36'21"W, ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 445.62 FEET THENCE N00°33'45"W, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; THENCE S89°36'21"W, A DISTANCE OF 41.1 FEET; THENCE N00°23'39"W, A DISTANCE OF 104.94 FEET; THENCE N89°36'21"E, A DISTANCE OF 41.08 FEET; THENCE S00°23'39"E, A DISTANCE OF 104.94 FEET TO THE POINT OF BEGINNING.

DESCRIPTION:

A PORTION OF PARCEL "A", "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AS CORRECTED BY AFFIDAVIT, AS RECORDED IN OFFICIAL RECORDS BOOK 26344, PAGE 823 OF SAID PUBLIC RECORDS; THENCE N00°56'45"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1236.85 FEET; THENCE N89°03'15"E, A DISTANCE OF 3518.88 FEET TO POINT OF BEGINNING NO. 1; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N79°11'25"W, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 01°04'04", AN ARC DISTANCE OF 7.45 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S34°43'27"E, A DISTANCE OF 35.02 FEET; THENCE S79°11'25"E, A DISTANCE OF 65.07 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N10°48'35"E, A DISTANCE OF 4.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 103°20'36", AN ARC DISTANCE OF 135.28 FEET TO A POINT OF TANGENCY; THENCE S65°50'49"E, A DISTANCE OF 35.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 24°32'50", AN ARC DISTANCE OF 42.84 FEET TO A POINT OF TANGENCY; THENCE N89°36'21"E, A DISTANCE OF 465.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 89°58'45", AN ARC DISTANCE OF 117.78 FEET TO A POINT OF TANGENCY; THENCE S00°24'54"E, A DISTANCE OF 159.87 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 90°01'15", AN ARC DISTANCE OF 117.84 FEET TO A POINT OF TANGENCY; THENCE S89°36'21"W, A DISTANCE OF 607.54 FEET TO A POINT OF CURVATURE AND POINT "A"; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 101°12'14", AN ARC DISTANCE OF 132.48 FEET TO A POINT OF TANGENCY; THENCE N10°48'35"E, A DISTANCE OF 74.01 FEET TO A POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N79°11'25"W, A DISTANCE OF 65.00 FEET; THENCE S55°48'35"W, A DISTANCE OF 35.36 FEET; THENCE N10°48'35"E, A DISTANCE OF 107.08 FEET TO POINT OF BEGINNING NO.1.

LESS THE FOLLOWING

COMMENCING AT AFORESAID POINT "A"; THENCE N00°23'39"W, A DISTANCE OF 50.00 FEET TO POINT OF BEGINNING NO.2; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N00°23'39"W, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 101°12'14", AN ARC DISTANCE OF 44.16 FEET TO A POINT OF TANGENCY; THENCE N10°48'35"E, A DISTANCE OF 194.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 103°20'36", AN ARC DISTANCE OF 45.09 FEET TO A POINT OF TANGENCY; THENCE S65°50'49"E, A DISTANCE OF 35.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 24°32'50", AN ARC DISTANCE OF 64.26 FEET TO A POINT OF TANGENCY; THENCE N89°36'21"E, A DISTANCE OF 465.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°58'45", AN ARC DISTANCE OF 39.26 FEET TO A POINT OF TANGENCY; THENCE S00°24'54"E, A DISTANCE OF 159.87 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°01'15", AN ARC DISTANCE OF 39.28 FEET TO A POINT OF TANGENCY; THENCE S89°36'21"W, A DISTANCE OF 607.54 FEET TO POINT OF BEGINNING NO.2

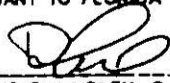
SAID LANDS SITUATE IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA. CONTAINING 100,901 SQUARE FEET/2.3164 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:


1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERNMOST SOUTH LINE OF "REGENCY LAKES AT COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGES 44-50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEARING N89°36'21"E. BASED UPON THE WEST LINE OF TRACT "K", BEARING N00°49'27"W
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 15, 1998. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.


 DAVID P. LINDLEY, P.L.S.
 REG. LAND SURVEYOR #5005
 STATE OF FLORIDA

SHEET 2 OF 2

 **CAULFIELD & WHEELER, INC.**
 Consulting Engineers - Land Planners - Surveyors
 7301A West Palmbeach Park Road - Suite 1102A
 Boca Raton, Florida 33433 (561) - 382-1001

REVISIONS	DATE	BY

DATE	12/15/98
SCALE	AS SHOWN
DRAWN BY	DEL
CHECKED BY	DEL
FLD. BK.	N/A
PAGE	N/A
JOB NO.	2519

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EXHIBIT 2
ARTICLES OF INCORPORATION

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FAIRMONT AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on March 29, 1999, as shown by the records of this office.

The document number of this corporation is N99000001928.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-ninth day of March, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

OR BK 29958

**ARTICLES OF INCORPORATION
FOR
FAIRMONT AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

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ARTICLES OF INCORPORATION
FOR
FAIRMONT AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

99 MAR 29 AM 10:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is FAIRMONT AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC. ("Association").
2. Principal Office. The principal office of Association is 8190 State Road 84, Davie, Florida 33324.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 100 S.E. Second Street, Suite 2800, Miami, Florida 33131. The name of the Registered Agent of Association is:

KTG&S REGISTERED AGENT CORPORATION

4. Definitions. A declaration entitled Declaration of Restrictions for FAIRMONT at Regency Lakes (the "Declaration") will be recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of a community to be known as Fairmont at Regency Lakes ("Fairmont"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.
6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.
 - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Fairmont.
 - 7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.
 - 7.4. To carry out the obligations imposed upon the Association by the Declaration and General Protective Covenants for Regency Lakes Community recorded in Official Records Book 23288 at Page 955 of the Public Records of Broward County, Florida and any amendments and supplements thereto (collectively, the "Master Declaration").
 - 7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.6. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Fairmont, the Common Areas, and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12. To employ personnel and retain independent contractors to contract for management of Association, Fairmont, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Fairmont as provided in the Declaration such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

7.14. To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
<u>Torey Eisenman</u>	8190 State Road 84 Davie, Florida 33324
<u>Greg Messick</u>	8190 State Road 84 Davie, Florida 33324
<u>Ann Blackwell</u>	8190 State Road 84 Davie, Florida 33324

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the

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appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Duration. Association shall have perpetual existence.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator.

The name and address of the Incorporator of this corporation is:

PATRICIA KIMBALL FLETCHER
ZACK KOSNITZKY, P.A.
100 Southeast 2nd Street, Suite 2800
Miami, Florida 33131-2144

15. Officers.

The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President: Torey Eisenman
Vice President: Greg Messick
Secretary: Ann Blackwell
Treasurer: Ann Blackwell

16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

18. HUD/VA PROVISIONS. So long as required in connection with HUD and/or VA financing of the purchase of Homes, the following provisions shall supersede other provisions herein to the contrary:

18.1. Every person or entity who is an Owner of a Home shall be entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Home.

18.2. If the Association is dissolved, the assets of the Association shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes to the Association.

18.3. In addition to any other requirements set forth herein, amendment of these Articles of Incorporation shall also require the approval of at least two-thirds (2/3) of the Owners.

18.4. In addition to any other requirements set forth herein, annexation of additional property into Fairmont, mergers and consolidations, mortgaging of the Common Areas, dissolution and any amendment of these Articles which materially affects the rights of Owners shall require the prior approval of HUD and/or VA, as applicable at any time there is a Class B membership.

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ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 25 day of March, 1999

KTG&S REGISTERED AGENT
CORPORATION

By: Michael Kosnitzky
Michael Kosnitzky, President
~~Vice~~ President

FILED
99 MAR 29 AM 10:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OR BK 29958 PG 1481

EXHIBIT 3
BY-LAWS

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OR BK 29958 PG 1482

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**BY-LAWS
OF FAIRMONT AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.**

OR BK 29958 PG 1483

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BY-LAWS OF
FAIRMONT AT REGENCY LAKES
HOMEOWNERS' ASSOCIATION, INC.

1. Name and Location. The name of the corporation is FAIRMONT AT REGENCY LAKES HOMEOWNERS' ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 8190 State Road 84, Davie, Florida 33324, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration of Restrictions for Fairmont at Regency Lakes (the "Declaration") relating to the residential community known as Fairmont, recorded, or to be recorded, in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"Articles" shall mean the Amended and Restated Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean each Owner and Developer.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1. Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1. Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for

the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4. Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. **Alternatively, and to the extent not prohibited by the Florida Statutes**, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by Association.

3.5. Quorum of Members. A quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8. Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1. Number. The affairs of Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect a majority of all Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that can be built within Fairmont.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Association newsletter distributed to the Members. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Service Providers for Telecommunication Services.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Fairmont by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

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6.1.4. Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6. Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8. Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3. Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

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8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer. Section 7.

8.7. Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and all other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4. Treasurer. After the Turnover Date, the Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any

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governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover Date. After the Turnover Date, **but subject to the general restrictions on amendments set forth above**, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; **and** (ii) seventy-five percent (75%) of all of the votes in Association. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall **not** require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

15.3. HUD/VA Provision. Notwithstanding any other provision herein to the contrary, so long as required in connection with HUD and/or VA financing of the purchase of Homes, HUD and/or VA, as applicable, shall have the right to veto amendments which materially affect the rights of Owners at any time there is a Class B membership.

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