

**AMENDED AND RESTATED
DECLARATION OF THE COMMUNITY ASSOCIATION
FOR
THE VINES COUNTRY CLUB
(formerly known as Vintage Golf and Country Club)**

Original Declaration, dated August 3, 1989
First Amendment, dated December 9, 1993
Second Amendment, dated January 27, 1999
Third Amendment, dated March 27, 2000

This Declaration Of The Community Association For Vines Country Club is made by 41 Development Corporation, a Florida corporation, hereinafter referred to as “Declarant”.

PREAMBLE

Declarant, by virtue of that certain Warranty Deed recorded in Official Records Book 2026 at Page 2069, of the Public Records of Lee County, Florida, is the developer of all property contained within the parcel of land described on Exhibit A (“Subject Property”) and owns all land within the Subject Property other than those parcels contained therein which have heretofore been conveyed of record by the Declarant or the Banyan Group, Inc., a Florida corporation (“Former Declarant”). By that certain “Assignment of Rights, Documents, Contracts and Leases” recorded in “Official Records Book 2026, at Page 2079 of the Public Records of Lee County, Florida, Former Declarant assigned to Declarant all of Former Declarant’s rights and interests concerning the Subject Property, including the rights that had been reserved to Former Declarant under that certain “Declaration of the Community Association For Vintage Golf and Country Club” as recorded in Official Records Book 1822, Page 4169 et seq., of the Public Records of Lee County, Florida (hereinafter called the “Declaration”). After the recording of the Declaration, the name of the community situated on the Subject Property was changed from The Vintage Golf and Country Club to The Vines Country Club.

Declarant has formed, or is in the process of forming, a Florida not-for-profit corporation named Vines Country Club, Inc. and has, or shall, merge Vintage Golf And Country Club, Inc., a Florida not-for-profit corporation, into the Vines Country Club, Inc. Declarant has conveyed, or is in the process of conveying, certain land and facilities within the Subject Property to Vines Country Club, Inc.

Declarant has changed the name of Vintage Community Association, Inc., a Florida not-for-profit corporation, to Vines Community Association, Inc., as is evidenced by the certificate attached hereto as Exhibit B. Declarant has also changed the name of Lost Creek Village At

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Vintage Golf And Country Club, Inc., a Florida not-for-profit corporation, to Lost Creek Village At Vines Country Club, Inc., as is evidenced by the certificate attached hereto as Exhibit C.

Various types of residential dwelling units have been or will be constructed within the Subject Property which will be subject to the jurisdiction of various neighborhood and/or condominium associations. Declarant desires to establish an overall Community Association, the members of which shall be lot owners, members of The Vines Country Club and/or condominium associations and neighborhood associations, owners of property not subject to the jurisdiction of homeowners or condominium association, in order for the Community Association to: (i) own, operate, administer, maintain and repair portions of the Subject Property, and engage in various activities, for the benefit of all residents of the Subject Property, and to (ii) enforce the covenants and restrictions contained herein.

Declarant has therefore deemed it desirable for the efficient preservation of the values and amenities to be established in the Subject Property to delegate and assign to the Vines Community Association, Inc., a Florida not-for-profit corporation, certain powers and responsibilities, including without limitation: (i) certain powers and duties of the ownership, operation, administration, maintenance and repair of portions of the Subject Property; (ii) the enforcement of the covenants and restrictions contained herein; (iii) the right to assess the members of the Community Association for the expenses to be incurred by Vines Community Association, Inc., and (iv) the collection and disbursement of the assessments and charges hereinafter provided.

Now Therefore, Declarant hereby declares the Subject Property, and such additions as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth below, all of which are created in the best interest of the members and residents of the Subject Property, and which shall run with the Subject Property and shall be binding upon all the persons having and/or acquiring any right, title or interest in the Subject Property, or any portion thereof, and shall inure to the benefit of each and every person from time to time owning or holding an interest to the Subject Property, or any portion thereof.

ARTICLE I

1. DEFINITIONS. The words and phrases listed below, as used in this Declaration of Covenants and Restrictions, shall have the following meanings, unless the context otherwise requires:

1.01 Articles means the Articles of Incorporation of the Community Association as same may be amended from time to time.

1.02 Assessment means the amount of money which may be assessed against a member for the payment of the member's shares of common expenses, and/or any other funds which a member may be required to pay to the Community Association as provided by this Declaration, the Articles or the By-Laws.

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1.03 Board means the Board of Directors of the Community Association.

1.04 By-Laws means the By-Laws of the Community Association, as same may be amended from time to time.

1.05 Common Areas means any property, whether improved or unimproved, or any interest therein, now or hereafter maintained by the Community Association for the benefit, use and enjoyment of the members of the Community Association, and the residents of the Subject Property, or any other property which is declared to be a common area by this Declaration.

1.06 Common Expenses means all expenses of any kind or nature whatsoever, properly incurred by the Community Association, including, but not limited to, the following:

1.06.01 Expenses incurred in connection with any common area, including, but not limited to, guard, restricted "access" services, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations, including maintenance and insurance of railroad right-of-way crossings and surface water rights.

1.06.02 Expenses of obtaining, repairing or replacing personal property in connection with any common area or in connection with the performance of the Community Association duties.

1.06.03 Expenses incurred in connection with maintaining, repairing and improving landscapings, sprinkler systems, structures and other improvements in, under or upon any common area for which the obligation to maintain, repair and improve has been designated to and accepted by the Board from time to time.

1.06.04 Expenses incurred in connection with the administration and management of this Declaration, or by the Articles or By-Laws.

1.06.05 Expenses declared to be common expenses by the provisions of this Declaration, or by the Articles or By-Laws.

1.06.06 Any expense of prosecuting or defending any action for or against the Community Association including attorney's fees.

1.07 Common Surplus means the excess of all receipts of the Community Association over the amount of common disbursements.

1.08 Declarant means 41 Development Corporation, a Florida corporation, or any successor of Declarant who may be assigned the rights of Declarant pursuant to a written assignment executed by the then present Declarant and recorded in the Public Records of the County in which the Subject Property is located.

1.09 Declaration means this Amended And Restated Declaration Of The Vines Association For The Vines Country Club as it may be amended from time to time.

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1.10 Neighborhood Associations means a non-profit corporation other than the Community Association, which is formed to administer Declaration of Covenants and Restrictions, Declaration of Condominium or similar Declaration affecting any portion of the subject Property, and whose members consist of owners of any property affected by such Declaration.

1.11 Vines Country Club Inc. means a not-for-profit corporation which is formed to administer the By-Laws and Rules and Regulations for the Golf Course and Club Amenities, to-wit: Tennis Facilities, Clubhouse, etc. upon the Subject Property. Vines Country Club, Inc. shall be a member of the Community Association.

1.12 Institutional Lender means any company or entity holding a mortgage encumbering any property, which in the ordinary course of business, makes purchases, guarantees or insures real estate mortgage loans and which company or entity is not owned or controlled by the owner of the property encumbered. An institutional lender may include a bank, savings and loan association, insurance company, real estate or a mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an institutional lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an institutional lender.

1.13 Owner means the record owner(s) of the fee title to any property and/or unit.

1.14 Community Association means Vines Community Association, Inc., a Florida not-for-profit corporation.

1.15 Member means a member of the Community Association as provided in this Declaration.

1.16 Person means an individual, partnership, syndicate, association, corporation or any other legal entity.

1.17 Planned Unit means a unit which may be constructed within any property, but which is not yet constructed and/or for which the controlling governmental authority has not issued a certificate of occupancy. The number of planned units within any property is (i) the total number of units which may be constructed within the property determined pursuant to a recorded Declaration of Condominium or amendment thereto, a site plan approved by any controlling governmental authority, a recorded plat, a land use plan on file with and/or approved by any controlling governmental authority, or a good faith written estimate of the total number of units which may be constructed within the property, made by the owner, which shall be subject to the reasonable approval of the Board, and in any event, shall not exceed the maximum number of units that may be constructed within the property pursuant to the regulations of the controlling governmental authority, and that order of priority, (ii) less the number of units actually existing within the property.

1.18 Subject Property means all the property subject to this Declaration from time to time, including any property which may from time to time be added to this Declaration by an amendment.

1.19 Unit means a residential dwelling contained within the Subject Property, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a unit. A unit may be included, but is not limited to a house, apartment, townhouse, patio home, cluster home or residential condominium parcel. The term unit shall include any property or interest in property owned in conjunction with the unit.

1.20 Unit Owner means the recorded holder(s) of the fee title to the unit and a member of the Community Association.

ARTICLE II

2. COMMON AREAS AND GOLF COURSE FACILITIES

2.01 Conveyance to Community Association.

2.01.01 **By Declarant.** Declarant shall have the right to convey title to any property owned by it or any interest therein to the Community Association as a common area and any such conveyance shall be effective upon delivery of the deed or other instrument of conveyance. The Community Association is required to accept conveyance from Declarant.

2.01.02 **By Any Other Person.** Any other person may also convey title to any property owned by such person, or any interest therein, to the Community Association as a Common area, but the Community Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Community Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records of the county in which the Subject Property is located.

2.02 Use and Benefit. All common areas shall be held by the Community Association for the use and benefit of the Community Association and its members, lessees, the residents of the Subject Property and their respective guests and invitees, the holders of any mortgage encumbering any property from time to time and any other persons authorized to use the common areas or any portion thereof by Declarant or the Community Association for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration.

2.03 Lakes and Waterways. All members of the Vines Community Association, Inc., acknowledge that the ponds and lakes which exist within the subdivision are for the purpose of golf course, general subdivision enhancement, and drainage and that the same are expressly not for the purpose of residential irrigation, swimming, wading or other recreational activities. Any

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such activities are expressly prohibited and if done, shall be done at the sole and complete risk of the member. All persons purchasing the units within the Vines Country Club subdivision hereby hold harmless Declarant and successors and assigns and Vines Community Association, Inc., from any injury resulting from such improper use of lakes and ponds within the subdivision. All such lakes and waterways within the Subject Property shall be designated as a common area.

2.04 Irrigation. All members of the Vines Community Association, Inc., hereby consent to the irrigation of the golf course located within the subdivision with treated effluent, provided that said effluent is emanated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Regulation.

2.05 Surface Water Management. To facilitate the operation and maintenance of common property, specifically the surface water management system as per permits granted by the South Florida Water Management District within the Vines Country Club Project, including all lakes, retention areas, culverts and related appurtenances, the Community Association is specifically granted the following additional powers by Declarant:

2.05.01 To own and convey property;

2.05.02 To establish such rules and regulations as it may deem appropriate or as may be required by the South Florida Water Management District;

2.05.03 To sue and be sued;

2.05.04 To assess members and enforce said assessments relating to the operation and maintenance of common areas.

2.05.05 To contract for services for operation and maintenance if said corporation deems outside services appropriate and feasible; and

2.05.06 In the event of dissolution of said corporation, said corporation shall have the power to dedicate the operation and maintenance of the common property to a successor non-profit corporation or to an appropriate agency of local government for the purposes of operating and maintaining said common areas in accordance with South Florida Water Management District requirements.

2.06 Cable T.V., Utility and Irrigation Easements. There is reserved unto the Declarant, so long as it owns a lot or living unit, the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system devises, guard gates, public utility and irrigation systems (including the installation of irrigation pumps), on the common areas and the properties in addition to those easements already reserved.

2.07 Easements for Governmental Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, postal services, police services and any emergency services such as fire, ambulance and rescue services for the purposes of ingress and egress over and across the common areas.

2.08 Railroad Right-of-Way Crossing. The subdivision is served by a private road or roads across the right-of-way and tract of "Seaboard System Railroad, Inc." as more particularly provided for in a licensed agreement as heretofore recorded in Official Records Book 1754, Pages 2904 through 2911, Public Records of Lee County, Florida, and as may be amended from time to time. It is by these presents agreed, that the Vines Community Association, Inc., shall assume the responsibilities of said license agreement and amendments thereof and guarantee payments of maintenance fees for said crossing or crossings as in accordance with the terms the license agreement, which shall be attached as an exhibit the Vines Community Association documents. The foregoing notwithstanding, Vines Country Club, Inc. shall, upon the conveyance to it of the Golf Course and Club Amenities shall assume the responsibilities of said license agreement and amendments thereof and guarantee payments of maintenance fees to the extent that such responsibilities and maintenance fees relate to golf cart crossings.

2.09 Golf Easements. The Community Association shall have the right to grant, modify or terminate easements to permit the doing of every act necessary and proper to the playing of golf on the golf course, which is part of the subdivision. These acts shall include, but not be limited to, the recovery of golf balls from any area of such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course (and golf course easement as herein set out), the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activities associated with the operation of the Country Club. There is hereby established over and across the real lot line adjacent to any golf course in Vines Country Club subdivision, or side lot lines, if said lot line is adjacent to a golf course, a 25 foot easement, which easement shall be used by Vines Country Club, Inc., and the operation of its golf course property and which easement area shall specifically constitute part of the golf course. Further, for any lot or lots which abut a pond or lake within the Subdivision, and which as a result thereof, do not have direct access to a golf course, there is created hereby a walkway easement over and across any lot or lots which shall constitute the nearest and most practicable route to a golf course for said golfer and shall not be deemed a trespass. In the event of disputes among members regarding the location of any such walkway, the Community Association's decision shall be binding upon all members involved.

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

2.11 Additions, Alterations or Improvements. The Community Association shall have the right to make additions, alterations or improvements to the common areas and to purchase any personal property as it deems necessary or desirable from time to time. The cost and expense of any such additions, alterations or improvements to the common areas shall be a common expense.

2.12 Conveyance to Vines Country Club, Inc. Declarant shall have the right to convey title to Vines Country Club, Inc. of such Subject Property and such other real or personal property owned by it, or any interest of Declarant therein, as Declarant shall in its sole discretion deem appropriate for the operation and administration of the Golf Course and Club Amenities, to-wit: the golf course, tennis facilities, clubhouse, golf course maintenance equipment, etc., and

leases and contracts related to same. Any such conveyance shall be effective upon delivery of the deed or other instrument of conveyance. Vines Country Club, Inc. is required to accept any such conveyance from Declarant.

ARTICLE III

3. COMMUNITY ASSOCIATION. In order to provide for the administration of the Subject Property the Community Association has been organized under the laws of the State of Florida.

3.01 Articles of Incorporation. A copy of the Articles and amendments thereto are attached hereto as Exhibit "B". No amendment to the Articles shall be deemed an amendment to this Declaration and this Declaration shall not prohibit or restrict the amendment of the Articles except as provided herein.

3.02 By-Laws. A copy of the By-Laws is attached hereto as Exhibit "C". No amendment to the By-Laws shall be deemed an amendment to this Declaration and this Declaration shall not prohibit or restrict the amendment of the By-Laws except as provided herein.

3.03 Powers of the Community Association. The Community Association shall have all the powers indicated or incidental to those contained in its Articles and By-Laws. In addition, the Community Association shall have the power to enforce this Declaration and shall have all powers granted to it by this Declaration. By this Declaration, the Subject Property is hereby submitted to the jurisdiction of the Community Association.

3.04 Approval or Disapproval of Matters. Whenever the decision of a member is required upon any matter, whether or not the subject of a Community Association meeting, such decision shall be expressed in accordance with the Articles and By-Laws, except as otherwise provided herein.

3.05 Acts of the Community Association. Unless the approval or action of the member, and/or a specific percentage of the Board, is specifically required in this Declaration, the Articles or By-Laws, all approval or actions required or permitted to, be given or taken by the Community Association shall be given or taken by the Board, without the consent of the members, and the Board may so approve an act through the proper officers of the Community Association without a specific resolution. When an approval or action of the Community Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Community Association deems appropriate or the Community Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.06 Membership. Declarant shall be a member of the Community Association so long as Declarant owns any property or any mortgage encumbering any property other than a unit.

3.07 Members' Voting Rights. The votes of the members shall be established and exercised as provided in the Articles and By-Laws. The Vines Country Club, Inc. shall be a member subject only to section 4.02 and shall have one vote.

ARTICLE IV

4. ASSESSMENTS FOR COMMON EXPENSES

4.01 Responsibility. Each member shall be responsible for the payment of assessments for common expenses to the Association as hereinafter provided.

4.02 Determination of Assessments for Common Expenses. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year, which shall estimate all of the common expenses to be incurred by the Association during the fiscal year, including the need for reserves, if any. In determining the budget for any fiscal year, the Board may take into account common areas, reserves, units and additions to the Subject Property anticipated to be added during the fiscal year. The board shall then establish the assessment for common expenses per unit which shall be equal to the total amount to be assessed for common expenses pursuant to the budget, divided by the total number of anticipated units and planned units according to the most recent land use plan for the Subject Property, plus twelve (12). Vines Country Club, Inc. shall be assessed an amount equal to twelve (12) units. The Association shall then promptly notify all members in writing of the amount, frequency and/or due dates of the assessments for common expenses per unit. From time to time during the fiscal year, the Board may modify the budget for the fiscal year and pursuant to the revised budget or otherwise, the board may, upon written notice to the members, change the amount, frequency and/or due dates of the assessments for common expenses per unit.

With respect to Paragraph 4.02 above, the regular assessments for common expenses of Vines Community Association ("Association") applicable to Tract D shall be equal to two (2) times the amount of such assessments applicable from time to time to one unit in the Community, and the regular assessments applicable to Tract E shall be equal to four (4) times the amount of such assessments applicable from time to time to one unit in the Community. Such assessments shall be payable annually on December 1 of each year, in arrears. The foregoing notwithstanding, assessments for Tract D shall not accrue or be due and payable until the owner of Tract D shall have obtained a building permit to construct improvements on Tract D, and assessments for Tract E shall not accrue or be due and payable until the owner of Tract E shall have obtained a building permit to construct improvements on Tract E. The owner(s) of Tracts D and E shall provide a copy of building permits to the Association within ten (10) days of the issuance of the permit(s) by applicable governmental authority.

4.03 Special Assessments. If the expenditure of funds is required by the Community Association, in addition to the funds produced by the regular assessment for common expenses only, and not for those not anticipated in the budget (i.e., capital improvements), the Board may make special assessments for common expenses which shall be levied in the same manner as hereinabove provided for regular assessments for common expenses only and shall be payable in the manner determined by the Board as stated in the notice of any special assessment for

common expenses. In the event any assessments for common expenses are made payable in equal periodic payments as provided in the notice from the Community Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of the specified event or the payment of the specified amount, or, (ii) the Community Association notifies the member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any assessment for common expenses payable by any member be due less than ten (10) days from the date of the notification of such assessment.

4.04 Payment of Assessments for Common Expense. On or before the date of each assessment for common expenses is due, each member shall be required to and shall pay to the Community Association, an amount equal to the assessment for the common expenses per unit of property then owned by or under the jurisdiction of such member.

4.05 Assessments for Common Expenses While Declarant Appoints a Majority of the Board. Notwithstanding anything contained in this Article 4 to the contrary, during the period when Declarant appoints a majority of the Directors of the Board, or until Declarant gives the Community Association written notice that it will pay assessments as any other member, Declarant shall be responsible only for operating deficits notwithstanding the above.

4.06 Affirmative Covenant to Pay Operating Expenses. There is hereby imposed upon each contributing unit, each Community Association and each Community, each Neighborhood Association and each Neighborhood, and each Property Owners Association, each Tract, and Vines Country Club, Inc., the affirmative covenant and obligation to pay to the Community Association all assessments including, but not limited to, the individual Unit Assessments and Special Assessments. Each Subassociation, as set forth in Article 4 hereof, shall have the obligation to collect the assessments for the contributing units it administers or controls and pay same to the Community Association when such assessment is due; provided, however, that the Community Association may, in its sole discretion elect to collect or not collect assessments from Subassociations or directly from members. Each member by acceptance of a deed or other instrument of conveyance conveying a unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay all assessments for operating expenses in accordance with the provisions of this Community Declaration and consents and agrees to the lien rights hereunder against such Unit. The liability for assessments for operating expenses is personal to the member and the member's grantees and may not be avoided by waiver of the use or enjoyment of the Community Association common areas or by abandonment of the unit for which the assessments are made. Neither liability for assessments nor the amount of assessments shall be reduced or avoided due to the fact that all or a portion of the Community Association common areas or other portions of the Vines Country Club Subdivision are not complete.

4.07 Establishment of Liens. Any and all assessments made by the Community Association in accordance with the provisions of this Community Declaration, together with interest thereon at the highest rate allowed by law (and if there is no limit established by law, then as established by the Community Association) and costs of collection, including, but not limited to, reasonable attorneys' fees including all trial and appellate levels are hereby declared to be (i) a charge and continuing lien upon the unit against which each such assessment is made,

and (ii) the personal obligation of the member of each such contributing unit assessed. A lien against a contributing unit shall be a lien against the Neighborhood or Community or Tract which it is a part of. Said lien shall be effective only from and after the time the recordation amongst the Public Records of the County of a written, acknowledged claim of lien by the Community Association setting forth the amount due to the Community Association as of the date the claim of lien is signed. Upon full payment of all sums secured by that lien, the member making payment shall be entitled to a satisfaction of the claim of lien in recordable form.

ARTICLE V

5. COLLECTION OF ASSESSMENT, LIEN, DEFAULT AND ENFORCEMENT

5.01 Monetary Defaults and Collection Assessments.

5.01.01 **Interest.** If any member is in default in the payment of any assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Community Association for a period of ten (10) days after written demand the Community Association may charge such member, or Neighborhood Association, interest at the highest rate permitted by law, on the amount owed to the Community Association from and after said ten (10) day period.

5.01.02 **Acceleration of Assessments.** In addition, if any member or Neighborhood Association is in default in the payment of any assessment or any other monies owed as herein stated above, the Community Association shall have the right to accelerate and require such defaulting member to pay to the Community Association assessments for common expenses for that next twelve (12) month period, based upon the then existing amount and frequency of assessments for common expenses. In the event of such acceleration, the defaulting member shall continue to be liable for any increases in the regular assessments for common expenses, for all special assessments for common expenses, and/or all other assessments and monies payable to the Community Association.

5.01.03 **Collection.** In the event any member or Neighborhood Association fails to pay any assessment or other monies due to the Community Association as herein stated, the Community Association may take any action deemed necessary in order to collect such assessments or monies including, but not limited to, retaining the services of a collection agency or attorney initiating legal proceedings, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The member or Neighborhood Association shall be liable to the Community Association for all costs and expenses incurred by the Community Association incident to the collection of any assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the Community Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Community Association's lien. The Community Association shall have the right to bid in the foreclosure of any lien foreclosed by it for the payment of any assessments or monies owed to it, and if the Community Association becomes the owner of any property by reason of such foreclosure, it shall offer such property for sale within a reasonable time and shall deduct from

the proceeds of such sale all assessments or monies due it. All payments received by the Community Association on account of any assessments or monies owed to it by any member or Neighborhood Association, shall be first applied to payments and expenses incurred by the Community Association, then to interest, then to any unpaid assessments, in the inverse order that the same were due.

5.01.04 Lien for Assessment and Monies Owed to Community Association. The Community Association shall have a lien on all property owned and/or subject to the jurisdiction of any member or Neighborhood Association for any unpaid assessments (including any assessments which are accelerated pursuant to this Declaration) or other monies owed to the Community Association by such member or Neighborhood Association, and for interest, reasonable attorneys' fees incurred by the Community Association incident to the collection of the assessments and other monies, or enforcement of the lien, and for all sums advanced and paid by the Community Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Community Association's lien. The lien is effective from and after the recording of a claim of lien in the Public Records of the County in which the Subject Property is located, stating the description of the property, the name of the member or Neighborhood Association which owns and/or has jurisdiction over the property, the amount due, and the due dates. The lien shall remain in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Community Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

5.01.05 The foregoing lien as to property operated by a Neighborhood Association or member shall specifically extend to all property which is subject to the jurisdiction of the Neighborhood Association and member, including any units within such property. However, any owner of any property subject to the jurisdiction of the Neighborhood Association or member shall be entitled to a release of the Community Association's lien as to his property upon the payment to the Community Association of a percentage of the total amount secured by the Community Association's lien, which percentage shall be equal to such member's share of the common expenses of the Neighborhood Association and in addition, reasonable costs of the Community Association associated with preparing and recording a partial release of lien. In the event such payment to the Community Association results in the member paying a greater percentage of the common expenses of his Neighborhood Association than the member's share, the member shall be entitled to reimbursement from the Neighborhood Association for any such excess amount.

5.01.06 Transfer of Property after Assessment. The Community Association's lien shall not be affected by the sale or transfer of any property, and (i) in the event of any such sale or transfer, both the new owner and the prior owner shall be jointly and severally liable to all assessments, interest, and other costs and expenses owed to the Community Association which are attributable to any property purchased by or transferred to such new member, and (ii) any new owner of property which is subject to the jurisdiction of a Neighborhood Association or member shall be liable for the member's share of all assessments, interest and other costs and expenses owed to the Community Association which are attributable to the Neighborhood Association or member. However, any member, upon demand, shall be entitled to receive from the Community Association a statement as to any then unpaid assessments, interest, or other

costs or expenses owed to the Community Association by such member or by the member's respective Neighborhood Association, and any purchaser or transferee of any property shall have the right to rely on such statement. Notwithstanding the foregoing, with respect to a demand by a member whose property is subject to the jurisdiction of a Neighborhood Association, the Community Association shall only be obligated to state the amounts owed by the Neighborhood Association, and not the member's share of any such amounts.

5.01.07 Subordination of the Lien to Mortgages. The lien of the Community Association for assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an institutional lender recorded prior to the recording of a Claim of Lien by the Community Association. The sale or transfer of any property which is subject to such a mortgage of an institution lender, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the Community Association as to any assessment, interest expenses or other monies owed to the Community Association which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the institutional lender, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payment, but they shall be liable for any assessments due after such date of transfer. If the Community Association's lien or its rights to any lien for any such assessments, interest, expenses or other monies owed to the Community Association by any member is extinguished as aforesaid, such sums shall thereafter be common expenses, collectible from all members including such acquirer, and its successors and assigns.

5.01.08 Notwithstanding the foregoing, if the Community Association's lien is on property which is subject to the jurisdiction of a Neighborhood Association or member and the lien has been so extinguished as to part, but not all of the property, same shall not reduce the liability of the Neighborhood Association or member, and the owners of all property which is subject to the jurisdiction of the Neighborhood Association or member (other than the owner of the property for which the lien has been extinguished) shall be liable for pro rata share of such extinguished sums. If any such member has received a release of the lien as to his property prior to the date on which a portion of the lien was so extinguished, the Community Association may re-record a Claim of Lien in the Public Records of the county in which the Subject Property is located, in which event the member shall be entitled to a release of the lien as to his property upon the payment to the Community Association of the member's pro rata share of the extinguished sums, together with the reasonable costs of the Community Association associated with preparing and recording a partial release of the lien. If any member has not previously received a release of the lien as to his property, the pro rata share of the extinguished sums shall be added to the amount originally required in order for the member to be entitled to a release of the lien as to the member's property.

5.02 Non-Monetary Defaults. In the event of a violation by any member or Neighborhood Association, (other than the non payment of any assessment or other monies) of any of the provisions of this Declaration, or of the Articles or By-Laws, the Community Association shall notify the member or Neighborhood Association, of the violation by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the member or Neighborhood Association fails to commence and diligently

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proceed to completely cure as soon as practicable, such violation within seven (7) days after written notice by the Community Association, the Community Association may, at its option:

5.02.01 Commence an action to enforce the performance on the part of the member or Neighborhood Association, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

5.02.02 Commence an action to recover damages; and/or

5.02.03 Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Community Association in connection with the correction of any failure, or the commencement of any action against any member or Neighborhood Association, including reasonable attorneys' fees, shall be assessed against the applicable member or Neighborhood Association, and shall be due upon written demand by the Community Association. The Community Association shall have a lien for any such assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such assessment, and may take such action to collect such assessment or foreclose said lien as in the case and in the manner of any other assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of the County in which the Subject Property is located.

5.03 No Waiver. The failure of the Community Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles or the By Laws, shall not constitute a waiver of the right of the Community Association to enforce such right, provision, covenant or condition in the future.

5.04 Rights Cumulative. All rights, remedies and privileges granted to the Community Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the By-Laws 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 the Community Association, thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

5.05 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant, or the Community Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Neighborhood Association or member shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions

contained herein, but no Neighborhood Association or member shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

5.06 Certificate as to Unpaid Assessments or Default. Upon request by any member, or any institutional lender holding a mortgage encumbering any property, the Community Association shall execute and deliver a written certificate as to whether or not such member and any applicable Neighborhood Association having jurisdiction over the member's property, is in default with respect to the payment of assessments or with respect to compliance with the terms and provisions of this Declaration.

ARTICLE VI

6. ARCHITECTURAL CONTROL COMMITTEE

6.01 Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "ACC", shall consist of three (3) members. The initial members of the ACC shall consist of persons designated by the Declarant. Declarant reserves the right to appoint ACC members until all of Declarant's interest in the Subject Property is terminated. Thereafter, each new member of the ACC shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed or his successor has been appointed as provided herein. Members of the ACC shall have the right to appoint and remove all members of the ACC.

6.02 Review of Proposed Construction. Subject to section 6.04 below, no building, fence, wall or other structure or improvement, including landscaping, shall be commenced, painted, erected or maintained in the Subject Property, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon the outside walls or roofs of the buildings or other improvements until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the ACC. The ACC shall approve proposals or plans and specifications submitted for its approval only when it deems that the construction, alterations or additions contemplated thereby and the locations indicated, will not be detrimental to the appearance of the Subject Property as a whole and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and as otherwise desirable. The ACC may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving materials submitted. The ACC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ACC may require such detail and plans in specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and descriptions or samples of exterior materials and colors. Until receipt by the ACC of all required plans and specifications, the ACC may postpone review of any plans submitted for approval. The ACC shall have thirty (30) days after delivery of all required materials to

approve or reject any such plans, and if not rejected within said thirty (30) day period, said plans shall be deemed approved. All construction changes and alterations shall also be subject to all applicable statutes, ordinances, rules, regulations, orders and decrees. Any decision of the ACC may be appealed to the Board within the fifteen (15) days from the date of rendition of the decision of the ACC, pursuant to procedures established by the Board.

6.03 Meetings of the ACC. The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may from time to time, by resolution unanimously adopted in writing, designate an ACC representative who does not need to be one of its members to take any action or perform any duties for and on behalf of the ACC, except the granting of variances pursuant to section 6.08 hereof. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

6.04 No Waiver of Future Approval. The approval of the ACC of any proposals or plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters, whatever subsequently or additionally submitted for approval or consent.

6.05 Compensation of Members. Members of the ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ACC, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions.

6.06 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

6.06.01 Upon the completion of any work for which approved plans are required under this Article 6, the applicant shall give written notice of completion to the ACC.

6.06.02 Within sixty (60) days thereafter, the ACC or its duly authorized representative may inspect such improvement. If the ACC finds that such work was not effected in substantial compliance with the approved plans it shall notify the applicant in writing of such, specifying the particulars of non-compliance and shall require the applicant to remedy same.

6.06.03 That upon the expiration of thirty (30) days from the date of such notification, the applicant shall have failed to remedy such non-compliance, the ACC shall notify the Board in writing of such failure. The Board shall then determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing same. If a non-compliance exists, the applicant shall remedy or remove same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvements or remedy the non-compliance and the applicant shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are

not promptly repaid by the applicant to the association, the Board shall levy a personal assessment for non-compliance against such applicant for reimbursement.

6.06.04 If for any reason the ACC fails to notify the applicant of any non-compliance within sixty (60) days after receipt of said written notice of completion from the applicant, the improvements shall be deemed to be made in accordance with said approved plans.

6.07 Non-Liability of ACC Members. Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association or any member or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefor. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the property. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features and shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

6.08 Variance. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the ACC. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such variance shall not however, operate to waive any of the terms and provisions of this Declaration for any purposes except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way, the member's obligation to comply with all governmental laws and regulations affecting his use of the lot, including but not limited to, zoning ordinances, set back lines or requirements imposed by any governmental or municipal authority.

6.09 Developer's Exemption. The Declarant shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by Declarant and shall not be obligated to obtain an ACC approval for any construction or changes in construction which the Declarant may elect to make at any time.

6.10 Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the member, whether or not litigation is instituted, and the Board may assess such amounts in the form of the personal assessment for non-compliance.

6.11 Architectural Control of Commercial Tracts. The architectural control and limitations applicable to the Commercial Tracts shall be as described in those certain unrecorded

contracts concerning Tracts D and E respectively between Developer, as Seller, and Starboard Development Corporation, as Buyer, having an effective date of May 20, 1993.

ARTICLE VII

7. TRANSFER AND CONTROL

Until such time as ninety percent (90%) of the combined total of Units and Lots are sold, the Declarant shall appoint all Directors of the Board of Directors who shall serve at the pleasure of the Declarant. Directors appointed by the Declarant need not be Owners or residents in the community. The initial terms of the Directors shall be fixed at the time of their election. The members of the Board Of Directors shall hold office until their respective successors shall have been appointed and/or elected by the Community Association at the next annual meeting.

The Board of Directors shall be responsible for the affairs of the Community Association and shall have all the powers and duties necessary for the administration of the Community Association's affairs as is provided by law and may do all acts and things as provided in the Declaration, Articles and By-Laws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt rules and regulations as necessary and to impose sanctions for violations thereof, including, without limitation, fines which may be collected as provided in the Declaration for Assessments.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors in all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by the By-Laws, or by any resolution of the Community Association that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for, the following in way of explanation, but not limited to:

7.01 Preparation and adoption of an annual budget in which there shall be established the contribution of each member to the common expenses.

7.02 Making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

7.03 Providing for the operation, care, upkeep and maintenance of all the areas of common responsibility.

7.04 Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Community Association property in the area of common responsibility and where appropriate, providing for the compensation of such personnel and for

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the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

7.05 Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Community Association.

7.06 Making and amending the rules and regulations.

7.07 Opening of bank accounts on behalf of the Community Association and designating the signatories required.

7.08 Making or contracting for the making of repairs, additions and improvements to, or alterations of, the common area and/or residential units in accordance with other provisions of the Declaration and the By-Laws after damage or destruction by fire or other casualty.

7.09 Enforcing the provisions of the Declaration, the By-Laws and the rules and regulations adopted by it, in prosecuting and defending any proceeding which may be instituted on behalf of or against the Owners concerning the Community Association.

7.10 Obtaining and carrying insurance against casualties and liabilities as provided in the Declaration and paying the premium cost thereof.

7.11 Paying the cost of all services rendered to the Community Association or its members and not chargeable to Owners.

7.12 Keeping books with detailed accounts of the receipts and expenditures affecting the Community Association and its administration, specifying the maintenance and repair expenses and other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners and mortgagees and also through their duly authorized agents, accountants, or attorneys during general business hours and working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of Unit Owners. All books and records shall be kept in accordance with generally accepted accounting principles.

Pursuant to the provisions of section 2.01, the Declarant shall in all events, convey to the Community Association and turn over to the Community Association, all property owned by it or in any interest therein to the Community Association as a common area upon such time that ninety percent (90%) of the combined total of Units and Lots have been sold by Declarant or such earlier time, pursuant to the provisions of section 2.01 as Declarant shall determine. At such time, the membership may vote and approve of a new Board of Directors with the proviso however, that so long as Declarant owns a Lot or Unit within the community, Declarant may retain at least one (1) seat on the Board of Directors.

ARTICLE VIII

8. TAXES AND INSURANCE

8.01 Insurance. The Community Association shall purchase insurance as a common expense as follows:

8.01.01 **Hazard Insurance**. Protecting against loss or damage by fire and all other hazards that are normally covered by the standard coverage endorsement and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement covering 100% of the current replacement cost of all common areas and property owned by the Community Association, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The Community Association shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least a majority of the votes of the members.

8.01.02 **Comprehensive General Liability Insurance**. Protecting the Community Association from claims for bodily injury, death or property damage, providing for coverage of at least three million dollars (\$3,000,000.00) for any single occurrence, particularly in reference to “Seaboard Railroad” crossing as is the responsibility of the Community Association.

8.01.03 **Blanket Fidelity Bonds**. For anyone who handles or is responsible for funds held or administered by the Community Association, covering the maximum funds that will be in the custody or control of the Community Association or any managing agent, which coverage shall be at least the sum of three (3) months’ assessments on all units plus reserve funds.

8.01.04 All insurance purchased by the Community Association must include a provision requiring at least sixty (60) days written notice to the Community Association before the insurance can be cancelled or the coverage reduced for any reason.

8.01.05 Any deductible or exclusion under the policy shall be a common expense and shall not exceed One Thousand Dollars (\$1,000.00) or such other sum as is approved by the members of the Community Association.

8.01.06 **Flood Insurance**. Any flood insurance that is desired by a member or required by a lender is the sole responsibility of the member.

8.02 Default in Payment. Any member or institutional lender may pay taxes or assessments which are in default or overdue insurance premiums or may secure new insurance upon the lapse of a policy and such person shall be owed immediate reimbursement therefor from the Community Association, plus interest and any costs of collection, including attorneys’ fees.

ARTICLE IX

9. RULES AND REGULATIONS

Reasonable Rules and Regulations concerning the maintenance and use of the Subject Property may be made and amended from time to time by the Community Association in the

manner provided by its Articles and By-Laws.

9.01 Additional Restrictions. Nothing contained herein shall prohibit the owner or Neighborhood Association of any property from imposing restrictions upon such property pursuant to a recorded Declaration of Covenants, Conditions and Restrictions, in addition to or more restrictive than, the restrictions contained herein, provided however, that any such restrictions shall not be effective to permit that which is expressly prohibited by the restrictions contained herein or as hereinafter provided by the Board of the Community Association through its Articles and By-Laws.

9.02 Waiver. The Board shall have the right to waive the application of one or more of these restrictions, and/or restrictions as contained in any recorded Declaration of Covenants, Conditions and Restrictions of a Neighborhood Association or to permit a deviation from such restrictions as to any property or unit, where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of Declarant. Notwithstanding the foregoing, so long as Declarant owns any property or holds a mortgage encumbering any property other than a unit, if any waiver or deviation of any restriction contained in this paragraph, requires the consent of the Community Association, such consent shall be obtained from Declarant and not from the Community Association, unless Declarant voluntarily relinquishes this right at an earlier date.

ARTICLE X

10. GENERAL PERMITTED AND PROHIBITED USES

The Commercial Parcels are hereby released from the restrictions, obligations and limitations contained in Article 10 (including all subsections thereof other than paragraph 10.23), and may hereafter be used for commercial purposes.

10.01 Purpose. The property described herein is hereby made subject to these protective covenants and restrictions for the purpose of insuring the best use and the most appropriate development and improvement of the Subject Property and Country Club Community and in general to protect the subject property and the title owners against such improper use of surrounding properties as would tend to depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to prevent haphazard and inharmonious improvement of single family (1-74) lots; to secure and maintain proper set backs from streets, and adequate free spaces between structures, and in general to provide adequately for a high-type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

10.02 Usage/Activities. No business activity or trade of any kind whatsoever, which shall include but not be limited to, the use of any residence as a doctor's office or professional office of any kind, a social club, a boarding house, an antique shop or a gift shop, shall be carried on upon any property within the Subdivision. It is the intention of the Unit Owners that all property within the Subject Property other than Tracts C, D, E, J and I be used primarily for residential purposes and that any other use be incidental to residential use and not require, cause or encourage, added traffic, passage or parking by or for patrons, customers, clients, employees, delivery of business equipment, supplies or products. Nor shall any obnoxious or offensive activity be allowed upon any property or anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to other property owners.

10.03 Residence Size. (Applicable to Single Family only) No building shall be erected on a lot in the Subdivision except one single-family private dwelling, with attached garage for at least two (2) cars. Servants' quarters may be provided as a part of the garage or may be attached to the house. Each dwelling or residence shall consist of not less than 2,200 square feet of living area, and not less than 1,800 square feet of living area on the first floor of a two-story structure, excluding porches, garages, servants' quarters and similar structures. No stilt homes of any type shall be permitted nor shall a structure exceed two (2) stories in height.

10.04 Commencement of Construction And Completion Of Construction Remedies. (Applicable to Single Family only) An owner shall commence construction on his lot within one (1) year from the date of closing. If an original owner resells his lot within the initial one (1) year period, the new owner(s) will be required to commence construction within one (1) year of the date of the closing between the Declarant and the original owner. If the owner does not commence construction within that period of time, then the Developer shall have the right to purchase the lot from the owner at one hundred percent (100%) of the original purchase price. When the construction is once begun, work thereon must be prosecuted diligently and completed within one (1) year. If, for any reason, work is discontinued and there is no substantial progress toward completion for a continuous three (3) month period, then the Community Association shall have the right to notify the owner of record of the premises of its intentions herein, to invade the premises, and take such steps as may be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the lot; the reason for such correction shall be solely in the discretion of the Community Association and may include, but not be limited to, purely aesthetic grounds. The owner in fact of the property shall be liable for all costs incurred in any such action. The total cost thereof shall be a lien on his property, which lien may be foreclosed in the manner provided for in the Declaration.

10.05 Parking. No vehicle may be parked overnight anywhere on common areas. No property owner or resident shall park or permit to be parked anywhere within the confines of the subject property, any vehicle used for commercial purposes, any swamp buggy, limousine, stock car or other vehicle not normally used for highway travel, or any boat, trailer, or recreational vehicle, except when such vehicles are parked within an enclosed garage. All vehicles shall be parked on driveways or in garages and shall not be parked on any area that has grass or other landscaping. No trailer, motor home, boat or boat trailer, tent, shack, or other outbuilding may be used as a temporary residence nor may the same be parked on said property either temporarily or permanently.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Community Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Community Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

10.06 Garage Doors. All garage doors shall be equipped with an approved automatic closing device, which shall be kept operative at all times. All garage doors shall be of standard size and may not be oversized to accommodate any truck or recreation-type vehicle.

10.07 Drainage. No changes in the elevations of any lot or right-of-way shall be made which will interfere with the approved drainage or otherwise cause undue hardship to adjoining property except with the Community Association's approval.

10.08 Signs. No sign of any kind shall be displayed in public view on the premises, except pre-approved "For Sale" signs, which are specifically limited to no more than five (5) square feet in size and "builder identification signs" which shall be removed when the structure is complete, or if a model home, when said home is sold to a third party purchaser. All "builder identification" signs and model home signs must also be approved in advance by the Developer. This limitation does not apply to the Developer or its sales agent.

10.09 Mailboxes. (Applicable to single family only) All mailboxes placed upon the premises shall be approved in advance of installation by the Architectural Control Committee, or shall be identical to the Developer pre-approved mailbox.

10.10 Electrical Utility Service. All telephone, electric, or other wires of all kinds shall be underground and poles or transmission cables located within platted utility easements.

10.11 Service Areas. No clothesline of any kind shall be permitted on the premises and clothes shall not be hung outside the premises or in such a manner that the same would be visible from the street. All outside garbage and rubbish disposal facilities shall be either underground or in garbage bins fully enclosed and covered. No trash or garbage shall be allowed to accumulate where it would be a detriment to the development or to create any fire or health hazard.

10.12 Lot And Unit Maintenance. Each owner shall maintain his or her lot and all structures (including the unit) located on the lot, in a neat, orderly and attractive manner and consistent with the general appearance of both the subject property and The Vines Country Club as a whole. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the subject property and the Vines Country Club as initially constructed and otherwise improved by the Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Committee).

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In the event an owner fails to maintain his or her Lot or Unit in accordance with this Article, the Community Association shall notify the Owner in writing at the address last appearing in the records of the Association of the deficient maintenance and the Owner shall have thirty (30) days to correct the deficiency. If after written notice and the thirty (30) day period to comply, the deficient maintenance has not been corrected the Association shall have the right to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. The remedies provided for herein shall be cumulative with all other remedies available to the Community Association under this Declaration (including, without limitation, the imposition of fines or the filing of legal or equitable actions).

In the event that the Community Association performs any remedial work on a Unit or Lot pursuant to this Article, the costs and expenses thereof shall be deemed an assessment against the Owner and may be immediately imposed by the Board of Directors. The Community Association shall not be required to obtain any bids for any of the work performed pursuant to this Article, and the person(s) or company performing such work may be selected by the Community Association in its sole discretion.

There is hereby created an easement in favor of the Community Association and its applicable designees over each Lot for the purpose of entering onto the Lot to perform the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

10.13 Antennas. Except as otherwise expressly permitted by applicable law, no television "dishes" or other antennas shall be permitted unless specific approval is secured from the Association.

10.14 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property except that dogs, cats and birds may be kept provided that they are not used for any commercial purpose and they do not constitute a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any common areas. The Pet Owner shall be responsible for cleaning up pet excretions by disposing of them in a sealed container on the Pet Owner's property. Pets shall also be subject to all applicable rules and regulations.

10.15 Golf Easements. Easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to properties which are subject to these restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from any area of such properties, the flights of golf balls over and upon such properties, the use of necessary and usual equipment upon such golf course (and golf course easement as herein set out), the usual and common noise level created by the playing of the game of golf, together with all of the other common and usual activity associated with the operation of a Country Club.

(Applicable to Single Family only) There is hereby established over and across the rear lot line adjacent to any golf course in Vines Country Club Subdivision (or side lot line, if said lot line is adjacent to a golf course), a 25 foot easement which easement shall be used by Declarant

and Vines Country Club, Inc. in the operation of its golf course property, and which easement area shall specifically constitute part of the golf course.

Further, for any lot or lots which shall abut a pond or lake within the Subdivision and which as a result thereof does not have direct access to a golf course, there is created hereby a walkway easement over and across any lot or lots which shall constitute part of the golf course.

10.16 Owners' Obligations. For the purpose of maintaining roads, traffic control, general planting within roadway areas, security service, and all common community services of every kind and nature required or desired within the Subdivision for the general use and benefit of all owners, each and every owner, in accepting a deed or contract for any property, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and Rules for the Community Association.

10.17 Lakes. All purchasers of property within Subject Property acknowledge that the ponds and lakes which exist within the Subject Property are for the purpose of golf course and general subdivision enhancement, and that the same are expressly not for the purpose of residential irrigation, swimming, wading, or other recreational activities. Any such activities are expressly prohibited, and if done, shall be done at the sole and complete risk of the member. All persons purchasing property within Vines Country Club hereby hold harmless the Declarant and its successors and assigns and the Community Association from any injury resulting from such improper use of lakes and ponds within the subject property.

10.18 Irrigation. All purchasers of property within Vines Country Club hereby consent to the irrigation of the golf courses located within the Subdivision with treated effluent, provided that said effluent is emanated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Regulation.

10.19 Right of First Refusal. The properties subject to these restrictions shall not be leased or conveyed or otherwise alienated nor shall the title or possession thereof pass to another without the written consent of Community Association, or its successors and assigns, which consent shall not be unreasonably withheld, except that if such consent is not given within thirty (30) days after written request is made therefor, this requirement shall be deemed to be complied with. This provision shall not defeat or render invalid the lien of any mortgage or other encumbrance made in good faith for value as to any properties. Nothing contained in this paragraph however, shall be needed to require the approval of the Community Association for the mortgaging of any properties or the passage of title under any mortgage foreclosure or deed in lieu of foreclosure, provided, however, that the right is hereby reserved to Declarant and the Community Association to intervene in or set aside any proceeding to foreclose a mortgage or to set aside any sale or transfer thereunder for the purpose of preventing a collusive transfer of title in violation of the foregoing provision, nor shall anything herein be determined to apply to or affect the devolution of title by will, gift, or under the intestate laws. The purchaser at foreclosure sale, however, and the donees, heirs and devisees of the owners, after acquiring title by foreclosure, gift, devise or under the intestate laws and all the successors in title shall be bound by this paragraph as to any subsequent sales, transfer, leasing or occupancy of said properties.

10.20 Potable Water And Sewer. (Applicable to Single Family only) All purchasers of lots within Vines Country Club Subdivision hereby agree that at such time as any structure is built thereon, the owner will tie into existing water and sewer systems as are made available to the subject property. No septic tanks shall be permitted on any lot (unless no sewer system is available). Wells are permitted for the purpose of outside irrigation only and not for the purposes of domestic water supply.

10.21 Enforcement. Enforcement of any covenant herein shall be by proceedings at law or in equity against any person or persons violating any covenant either to restrain violation or to recover damages. Any person or entity (including Declarant or its assigns) successfully maintaining a court action to enforce these restrictions shall be entitled to recover from the party violating same, reasonable attorneys' fees (including appellate fees) and reasonable costs expended in connection therewith.

10.22 Acceptance Of Covenants By Owners. Each owner, by accepting an interest in any property, hereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach, agrees to pay all costs, including a reasonable attorney's fee, for the enforcement of these covenants.

10.23 Remedies. In the event of violation or breach of any of these restrictive covenants, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, however long delayed, shall not be deemed a waiver of the right to do so thereafter. Any owner agrees to pay a reasonable attorneys' fee for the enforcement of these use restrictions.

ARTICLE XI

11. ENFORCEMENT IN DUE PROCESS FOR INFRACTIONS OF PROHIBITED USES.

11.01 A By-Laws Enforcement Committee may be appointed by the Board. In the event that such committee is not appointed, the Board shall be the By-Laws Enforcement Committee. The Committee shall hear all complaints of violations of the By-Laws, Rules and Regulations.

11.02 All complaints must be in writing, signed by the complainant and referred to said Committee.

11.03 If the Committee determines that it has jurisdiction, it shall inform the respondent in writing: (a) the substance of the complaint filed against him; (b) when and by whom it was filed; (c) that the respondent has the right to respond to the complaint; (d) that any response must be in writing within ten (10) days following receipt of the Committee's notice; and (e) that unless a response is made demonstrating clearly that the Committee lacks jurisdiction or that there is no substantial complaint, a hearing may be set on the matter.

11.04 The Committee may call a hearing with respect to any complaint and fix the date and place of hearing. The Committee shall at least fifteen (15) days prior to the hearing date,

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notify each party, in writing, of the time and place of the hearing and any By-Laws or rule involved.

11.05 The hearing shall be informal and the parties shall appear before the Committee. Opportunity shall be afforded to the complainant and respondent to present evidence and argument on all issues involved and to cross-examine all witnesses who have testified. Any Committee member may question any party or witness.

The Committee may, on its own motion, call witnesses or secure tangible evidence. A party may, within a reasonable period of time, before the hearing date, request the Committee to call witnesses or secure tangible evidence. Such request shall be granted when the committee deems it appropriate.

Any relevant evidence which is not privileged is admissible without regard to whether such evidence is hearsay or otherwise inadmissible in a court of law. The Committee may exclude irrelevant, immaterial or unduly repetitious evidence.

Each party has the right to representation by counsel at his own expense.

Either party or the Committee may cause the hearing to be transcribed at his or their own expense.

The Committee may make a finding, based on substantial evidence, that a violation of the By-Laws under the Committee's jurisdiction has occurred. Other findings shall be reflected in a written order. The respondent and complainant shall be notified either personally or in writing of such finding order.

The Committee may administer an oath or affirmation to any person upon request of either party or upon its own initiative.

The Committee may expel any party or attorney from any hearing for improper, disorderly or contemptuous conduct.

11.06 Failure of one party to appear at a scheduled hearing does not preclude the Committee from receiving evidence from, and hearing arguments by, the other party. The Committee may make a finding notwithstanding the absence of one of the parties.

Upon failure of the complainant to appear, the Committee may, in its discretion, terminate the matter.

11.07 Any party may challenge the impartiality of any Committee member by presenting an objection in writing to the hearing. The full Board of Directors shall consider and determine such objection.

11.08 A continuance may be granted in the discretion of the Committee for good cause. A request for continuance must be made no later than 48 hours prior to the hearing whenever possible. Those made within 48 hours will be granted only in cases of unexpected emergency.

11.09 Upon finding by the Committee that a violation has occurred, the respondent shall have fifteen (15) days to comply with the order unless a later date is specified in the order.

11.10 The Committee may provide in its order for imposition of a fine not to exceed one hundred dollars (\$100.00), and in addition a per diem fine not to exceed ten dollars (\$10.00) in the event the respondent does not comply with said order within the allotted time, and the Board shall have a lien for the amount of the fine so assessed upon the Unit ownership of such respondent found in violation and upon all of his additions and improvements thereto and upon all of his personal property in his unit or located elsewhere on the property.

The Board shall also have the right to enjoin, abate or remedy by other appropriate legal proceedings, either at law or in equity, the continuance of any violation.

11.11 At least three (3) members of the Committee must be present to conduct the hearing including the chairman and the finding, order and imposition of penalties must be approved by the majority of members in attendance.

11.12 The Committee, in its discretion, in lieu of or in addition to calling the hearing, may accept an Assurance of Voluntary Compliance from any respondent. Giving said Assurance does not constitute an admission that a violation of the By-Law has taken place. It may include a stipulation for payment by respondent to the complainant and to the Association. From time to time, a person who has made an Assurance of Voluntary Compliance must provide such information as the Committee reasonably requests to determine whether such person is in compliance with his Assurance.

The Committee is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance.

ARTICLE XII

12. RESPONSIBILITY FOR MAINTENANCE AND COMPLIANCE

12.01 Owners. The owner of any property shall be responsible for complying with all of the provisions of this Article with respect to such property.

12.02 Neighborhood Association. Each Neighborhood Association shall be responsible for complying with all provisions of this Article with respect to all of the property which is subject to the jurisdiction of the Neighborhood Association, notwithstanding the fact that the owner of any portion of the property may also be responsible for such compliance with respect to the property owned by such owner.

12.03 Community Association. The Community Association shall maintain, repair, and improve all common areas excluding any common areas of any Neighborhood Association. In addition, the Community Association shall have the right to assume the obligation to operate and/or maintain any property other than property which is owned by Vines Country Club, Inc., which is not owned by the Community Association if the Board in its sole and absolute

discretion, determines that the operation and/or maintenance of the property by the Community Association would be in the best interests of the residents of the Subject Property. In such event, the Community Association shall so notify the member or Neighborhood Association otherwise responsible for such operation or maintenance, and thereafter the property shall be operated and/or maintained by the Community Association and not by the member or Neighborhood Association, until the Board determines no longer to assume the obligation to operate and/or maintain the property and so notifies the appropriate member or Neighborhood Association in writing. Without limitation, the Community Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Subject Property, and any pavement, landscaping, sprinkler systems, sidewalks, paths or other improvements, in or within 40 feet of any public road right-of-ways within the Subject Property. To the extent the Community Association assumes the obligation to operate and/or maintain any property which is not owned by the Community Association, the Community Association shall have the right to enter upon such property in connection with the operation and/or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the Community Association of the obligation to operate and/or maintain any property which is not owned by the Community Association may be evidenced by a written document recorded in the Public Records in the county in which the Subject Property is located, and may be made in connection with an agreement with the applicable member, Community Association or governmental authority otherwise responsible for such operation or maintenance.

12.04 Enforcement. In the event any member or Neighborhood Association fails to comply with any provision of this Article, the Community Association shall have all rights of enforcement set forth in paragraph 5.04, including, but not limited to, the right to perform any maintenance which any member or Neighborhood Association has failed to perform, and to assess the applicable member or Neighborhood Association for all costs and expenses incurred by the Community Association in connection therewith.

12.05 Limitations. No member or Neighborhood Association shall maintain, repair and/or improve any property for which the Community Association has the responsibility and duty for maintenance without the prior written consent of the Community Association.

12.06 Exceptions for Declarant and Other Developers. The foregoing use and maintenance restrictions shall not apply to Declarant, or with respect to any property owned by Declarant and shall not apply with respect to the development of the Subject Property, the construction of any building, recreational facility and other improvements within the Subject Property, nor to the sale of new units developed with the Subject Property from time to time, by Declarant or by the Developer or by the Developer of any portion of the Subject Property. Specifically, and without limitation, Declarant and any Developer(s) of any portion of the Subject Property shall have the right to: (i) construct any buildings or improvements within the Subject Property; (ii) maintain customary and usual sales, general office and construction operations on any property; (iii) place, erect or construct portable buildings, temporary or accessory buildings, or structures upon any property for storage or other purposes; (iv) temporarily deposit, dump or accumulate trash refuse and rubbish in connection with the development or construction of any property; (v) post, display, inscribe or affix to the exterior of a unit or upon any property, "For Sale" and other reasonable signs used in developing any property for sale to the public, and for promotional purposes; (vi) excavate fill from any lakes

within and/or contiguous to the Subject Property by dredge or dragline, store fill on the subject Property, and sell excess fill from the Subject Property; and (vii) grow plants and trees upon the subject property for later use and sell excess plants and trees.

ARTICLE XIII

13. DEDICATIONS

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

ARTICLE XIV

14. TERM OF DECLARATION

All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all members, their successors, heirs or assigns, regardless of how the owners acquire title, for a period of seventy-five (75) years from the date of this Declaration, unless within such time, members representing the majority vote of the entire membership of the Community Association execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such seventy-five (75) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until members representing a majority of the votes of the entire membership of the Community Association execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of the county in which the Subject Property is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by Declarant so long as Declarant owns any property other than a unit. Notwithstanding anything contained herein or in the Articles or the By-Laws to the contrary, the execution of any instrument terminating this Declaration by Neighborhood Association must be by not less than a majority of the Board of Directors of the Neighborhood Association.

ARTICLE XV

15. AMENDMENT

15.01 This Declaration may be amended upon the approval of not less than a majority of the votes of the entire membership of the Community Association. In addition, this Declaration may be amended from time to time, by Declarant and without the consent of the Community Association, its members or any owner, so long as Declarant owns any property, or holds any mortgage encumbering any property other than a unit. In order to be effective, any amendment to this Declaration must first be recorded amongst the Public Records of the county in which the Subject Property is located, and in the case of an amendment made by the members of the Board, such amendment shall contain a certification by the President and Secretary of the Community Association that the amendment was duly adopted, shall certify which Neighborhood Association or members, if any, approved the amendment, and shall be executed by not less than a majority of the board of directors of each Neighborhood Association which approved the amendment.

15.02 No amendment shall discriminate against any member, owner of property, or class or group of members, unless the members and/or owners so affected join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

ARTICLE XVI

16. RIGHTS OF INSTITUTIONAL LENDERS

Upon written notice to the Community Association by any institutional lender holding, insuring or guaranteeing a mortgage encumbering any property or unit, identifying the name and address of the institutional lender and the property or unit encumbered by such mortgage, any such institutional lender will be entitled to timely written notice of:

16.01 Any condemnation or casualty loss that affects either a material portion of the Subject Property or the property or unit securing this mortgage.

16.02 Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of the property or unit on which it holds the mortgage, or by the Neighborhood Association having jurisdiction over the property or unit.

16.03 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association.

ARTICLE XVII

17. MISCELLANEOUS

17.01 Damage or Destruction. In the event any existing units are damaged or destroyed, such damaged or destroyed units shall continue to be deemed units for purposes of assessments, voting and use rights, unless and until all the property owned in conjunction with the units is developed with a different number of units than existed prior to such damage or destruction, and the Community Association is so notified in writing. Thereafter, the number of assessment units assignable to such property will be changed to equal the number of units then existing within such property. Notwithstanding the foregoing, in the event any property is submitted to the condominium form of ownership, such property shall be deemed to contain the number of units provided in the respective Declaration of Condominium, as amended from time to time, unless and until the Declaration of Condominium is amended to provide for a different number of units within the condominium, and a copy of the amended Declaration of Condominium is delivered to the Community Association.

17.02 Conflict with Articles or By-Laws. In the event of any conflict between the Articles and the By-Laws and this Declaration, this Declaration, the Articles and the By-Laws, in that order, shall control.

17.03 Neighborhood Association. Nothing contained herein shall be deemed to restrict or limit the right of Declarant or of any other owner of all or any portion of the Subject Property to declare additional restrictions with respect to such property, or to create any Neighborhood Association to enforce such additional restrictions and assess the owners subject to such additional restriction for any purpose.

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

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

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

17.07 Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.