

EAS/WK  
RECORD & RETURN TO:  
BORKSON, SIMON & MOSKOWITZ, P.A.  
1500 N. W. 49th STREET, SUITE 401  
FORT LAUDERDALE, FLORIDA 33309

MASTER DECLARATION

FOR

PINE RIDGE AT DELRAY BEACH

DEC-31-1987 08:41am 87-377874

ORB 5531 Pg 386

THIS MASTER DECLARATION FOR PINE RIDGE AT DELRAY BEACH is made this 9th day of December, 1987, by K. HOVNANIAN AT DELRAY BEACH I, INC., a Florida corporation, hereinafter referred to as "DECLARANT."

PREAMBLE:

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this Declaration is to establish a master association, which will own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities. The expenses of the master association will be shared by the homeowners associations operating the various developments within the property, and by the owners of portions of the property which are not subject to a homeowners association, who will be members of the master association as provided herein.

NOW, THEREFORE, DECLARANT hereby declares that 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 herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

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

1.1. ARTICLES mean the Articles of Incorporation of the MASTER ASSOCIATION, as amended from time to time.

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

1.3. BOARD means the Board of Directors of the MASTER ASSOCIATION.

1.4. BYLAWS mean the Bylaws of the MASTER ASSOCIATION, as amended from time to time.

1.5. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the MASTER ASSOCIATION, or which is declared to be a COMMON AREA by this DECLARATION, or which is dedicated to the MASTER ASSOCIATION pursuant to a recorded plat of all or any portion of the SUBJECT PROPERTY. COMMON AREAS may include but are not limited to parks, open areas, conservation areas, nature preserves, recreational facilities, roads, entranceways, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.6. COMMON EXPENSES mean all expenses of any kind or nature whatsoever properly incurred by the MASTER ASSOCIATION, including, but not limited to, the following:

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

1.6.2. Expenses of obtaining, repairing or replacing personal property owned by the MASTER ASSOCIATION.

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

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

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

1.8. DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.9. DECLARATION means this Master Declaration, as it may be amended from time to time.

1.10. HOMEOWNERS ASSOCIATION means a non-profit corporation, other than the MASTER ASSOCIATION, which is formed to administer a declaration of covenants and restrictions, declaration of condominium, or similar declaration affecting any portion of the SUBJECT PROPERTY, and whose members consist of the OWNERS of the PROPERTY affected by such declaration. For purposes of this DECLARATION, the SUBJECT PROPERTY affected by any such declaration shall be deemed to be operated by, and subject to the jurisdiction of, the respective HOMEOWNERS ASSOCIATION.

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

1.12. OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER.

1.13. MASTER ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.14. MEMBER means a member of the MASTER ASSOCIATION, as provided in this DECLARATION, the ARTICLES and the BYLAWS.

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

1.16. PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet 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 signed 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, in that order of priority, (ii) less the number of UNITS actually existing within the PROPERTY. Any OWNER may limit the number of PLANNED UNITS within the OWNER'S PROPERTY by executing an agreement setting forth the maximum number of UNITS which may be constructed within such PROPERTY, which shall be executed or joined in by the MASTER ASSOCIATION and any mortgagee holding a mortgage encumbering the PROPERTY and shall be recorded in the public records of the county in which the PROPERTY is located, and in that event no more UNITS may be constructed within the PROPERTY without the written consent of the MASTER ASSOCIATION.

1.17. PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS located upon or within the PROPERTY.

1.18. SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which initially is the property described in Exhibit "A" attached hereto, and includes all improvements thereon.

1.19. UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authorities have issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, 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 record holder(s) of the fee title to a UNIT.

## 2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE MASTER ASSOCIATION.

### 2.1. Conveyance of COMMON AREAS to MASTER ASSOCIATION.

2.1.1. By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the MASTER ASSOCIATION as a COMMON AREA, and the MASTER ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.

2.1.2. By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the MASTER ASSOCIATION as a COMMON AREA, but the MASTER 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 MASTER 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.

2.2. Use and Benefit. All COMMON AREAS shall be held by the MASTER ASSOCIATION for the use and benefit of the MASTER ASSOCIATION and its MEMBERS, 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 MASTER ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation or record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the MASTER ASSOCIATION, and subject to any rules and regulations adopted by the MASTER ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their PROPERTY.

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

2.4. Additions, Alterations or Improvements. The MASTER ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of 2/3 of the votes of the MEMBERS shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to one month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to 2 months' ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

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

2.6. Taxes. The MASTER ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the MASTER ASSOCIATION as a COMMON EXPENSE.

2.7. Insurance. The MASTER ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

2.7.1. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended 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 MASTER ASSOCIATION, excluding land foundations, excavations and other items normally excluded from insurance coverage. The MASTER 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 2/3 of the votes of the MEMBERS.

2.7.2. Comprehensive General Liability Insurance protecting the MASTER ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence. Notwithstanding the foregoing, if the BOARD determines that it is impossible or unduly expensive to obtain \$1,000,000 of general liability insurance, then the BOARD may obtain a lower amount of general liability insurance, provided any lower amount is approved by the MEMBERS and by the INSTITUTIONAL LENDER

holding mortgages securing the largest aggregate indebtedness of any INSTITUTIONAL LENDER, and provided no other INSTITUTIONAL LENDER objects to the reduced coverage for general liability insurance.

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

2.7.4. Such other insurance as may be desired by the MASTER ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

2.7.5. All insurance purchased by the MASTER ASSOCIATION must include a provision requiring at least ten (10) days written notice to the MASTER ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

2.7.6. Any deductible or exclusion under the policies shall be a COMMON EXPENSE.

2.7.7. Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be canceled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the MASTER ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the MASTER ASSOCIATION; and to require the MASTER ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

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

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

2.10. Maintenance of COMMON AREAS and other Property. The MASTER ASSOCIATION shall maintain all COMMON AREAS and property owned by the MASTER ASSOCIATION, and all improvements thereon; in good condition at all times. If pursuant to any easement the MASTER ASSOCIATION is to maintain any improvement within any property, then the MASTER ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the MASTER ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the MASTER ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable the MASTER ASSOCIATION shall so notify any OWNER or HOMEOWNERS ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the MASTER ASSOCIATION and not by the OWNER or HOMEOWNERS ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such

property and so notifies the appropriate OWNER or HOMEOWNERS ASSOCIATION in writing. Without limitation, the MASTER 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, signs, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways within or contiguous to the SUBJECT PROPERTY. To the extent the MASTER ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the MASTER ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the MASTER ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, HOMEOWNERS ASSOCIATION, the DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the MASTER ASSOCIATION. The MASTER ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any UNIT OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement thereon, the UNIT OWNER of such UNIT shall be liable to the MASTER ASSOCIATION for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the ASSOCIATION's insurance.

2.11. Maintenance of Surface Water Management System. It is acknowledged the surface water management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the South Florida Water Management District and/or any other controlling governmental authority. The MASTER ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and drainage system for the SUBJECT PROPERTY, including but not limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the SUBJECT PROPERTY or are owned by the MASTER ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of the South Florida Water Management District, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the MASTER ASSOCIATION shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any PROPERTY which is not a COMMON AREA or contiguous to a COMMON AREA or which is not otherwise to be maintained by the MASTER ASSOCIATION pursuant to this DECLARATION. Such maintenance responsibility may, but is not required to, include any portion of the surface water management and drainage system for the SUBJECT PROPERTY which is owned and maintained by any controlling governmental authority. No OWNER or HOMEOWNERS ASSOCIATION shall do anything to adversely affect the surface water management and drainage system for the SUBJECT PROPERTY without the prior written approval of the MASTER ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with appropriate permits issued by controlling governmental authorities.

2.12. Maintenance of Irrigation System. The MASTER ASSOCIATION shall maintain and operate the landscape irrigation and sprinkler system for the

entire SUBJECT PROPERTY, and shall be responsible for all utilities incurred in connection with the operation of the system. Notwithstanding the foregoing, each OWNER or HOMEOWNERS ASSOCIATION responsible for the maintenance of any landscaping upon any portion of the SUBJECT PROPERTY shall be liable to the MASTER ASSOCIATION for any damage to the irrigation and sprinkler system caused in connection with the maintenance of any landscaping or otherwise caused by the OWNER or HOMEOWNERS ASSOCIATION, or their agents, contractors, or employees.

2.13. Mortgage and Sale of COMMON AREAS. The MASTER ASSOCIATION shall not abandon, partition, subdivide, encumber, sell or transfer any COMMON AREA owned by the MASTER ASSOCIATION without the approval of at least 2/3 of the votes of the MEMBERS. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

2.14. Special Provisions Regarding Recreational Facilities. With respect to any COMMON AREA that is a recreational facility, the BOARD shall have the specific right to determine the hours when such recreational facility, or any portion thereof, will be open and available for use. If the recreational facilities include a heated swimming pool or a heated spa, the BOARD shall have the right not to turn on the heater in the BOARD's discretion, and in particular while DECLARANT appoints a majority of the Directors of the ASSOCIATION the BOARD shall not be required to turn on the heater at any time. In addition, the BOARD shall have the right to make other reasonable rules and regulations concerning the recreational facilities as the BOARD deems desirable. Unless otherwise provided in any rule posted at any recreational facility, children 16 years of age or younger are not permitted in any recreational facility unless accompanied by a responsible adult.

2.15. Lakes. With respect to any lakes within the SUBJECT PROPERTY, no swimming or boating shall be permitted in any lake unless the MASTER ASSOCIATION adopts a rule expressly permitting swimming or boating.

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

3.1. Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees. Also easements for pedestrian and vehicular traffic shall also exist over and across the roads within the SUBJECT PROPERTY, whether or not same are COMMON AREAS, as may be reasonably required in order for the OWNERS and residents of the SUBJECT PROPERTY, and their guests and invitees, to use the recreational facilities and other COMMON AREAS within the SUBJECT PROPERTY.

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

3.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time with the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may

be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation and drainage.

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

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

4.1. Articles of Incorporation. A copy of the ARTICLES is 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 amendments to the ARTICLES, except as specifically provided herein.

4.2. BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "C." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

4.3. Powers of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the MASTER 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 MASTER ASSOCIATION.

4.4. Approval or Disapproval of Matters. Whenever the decision of the MEMBERS or OWNERS is required upon any matter, whether or not the subject of a MASTER ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein.

4.5. Acts of the MASTER ASSOCIATION. Unless the approval or action of the MEMBERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the MASTER 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 MASTER ASSOCIATION without a specific resolution. When an approval or action of the MASTER ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the MASTER ASSOCIATION deems appropriate, or the MASTER 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.

4.6. Management and Service Contracts. The MASTER ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.



#### 4.7. Membership.

4.7.1. HOMEOWNERS ASSOCIATION MEMBER. Each HOMEOWNERS ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. No OWNER of any PROPERTY or UNIT which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION shall be deemed a MEMBER of the MASTER ASSOCIATION, except for DECLARANT.

4.7.2. OWNER MEMBER. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the OWNER of such PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(S).

4.7.3. DECLARANT. DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as DECLARANT owns any PROPERTY or mortgage encumbering any PROPERTY other than a UNIT.

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

4.9. Current Lists of UNIT OWNERS. Upon request by the MASTER ASSOCIATION, any HOMEOWNERS ASSOCIATION MEMBER shall be required to provide the MASTER ASSOCIATION with the names and addresses of all or any OWNERS which are members of the HOMEOWNERS ASSOCIATION.

#### 5. ASSESSMENTS FOR COMMON EXPENSES.

5.1. Responsibility. Each OWNER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES to the MASTER ASSOCIATION as hereinafter provided.

5.2. ASSESSMENT UNIT. For the purpose of establishing and determining ASSESSMENTS for COMMON EXPENSES payable by the OWNERS, ASSESSMENT UNITS are hereby established as follows:

5.2.1. Each UNIT shall be one ASSESSMENT UNIT.

5.2.2. Each PLANNED UNIT shall be one-fourth (1/4) of an ASSESSMENT UNIT.

5.3. Determination of ASSESSMENTS for COMMON EXPENSES. Not less than sixty (60) days 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 MASTER ASSOCIATION during the fiscal year. In determining the budget for any fiscal year, the BOARD may take into account COMMON AREAS, 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 ASSESSMENT UNITS within the SUBJECT PROPERTY. The MASTER ASSOCIATION shall then promptly notify all OWNERS, in writing, of the amount, frequency, and due dates of the ASSESSMENT 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 OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES per UNIT. If the expenditure of funds is required by the MASTER ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES 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 MASTER 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 a specified event or the payment of a specified amount, or (ii) the MASTER ASSOCIATION notifies the OWNER 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 for COMMON EXPENSES.

5.4. Payment of ASSESSMENTS for COMMON EXPENSES. On or before the date each ASSESSMENT for COMMON EXPENSES is due, each OWNER shall be required to and shall pay to the MASTER ASSOCIATION an amount equal to the ASSESSMENT for COMMON EXPENSES per UNIT, multiplied by the number of ASSESSMENT UNITS within the PROPERTY then owned by such OWNER.

5.5. Enforcement. If any OWNER fails to pay any ASSESSMENT for COMMON EXPENSES when due, the MASTER ASSOCIATION shall have the rights set forth in Paragraph 5.1, including but not limited to the charging and collection of interest, the recording of a Claim of Lien and the foreclosure of same, and the acceleration of ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period.

5.6. ASSESSMENTS for COMMON EXPENSES while DECLARANT Appoints a Majority of the BOARD. Notwithstanding anything contained in this Paragraph 5.6 to the contrary, the following provisions shall apply with respect to ASSESSMENTS for COMMON EXPENSES during the period when DECLARANT appoints a majority of the directors of the BOARD, or until DECLARANT gives the MASTER ASSOCIATION written notice that it will pay ASSESSMENTS as any other OWNER MEMBER:

5.6.1. Notwithstanding the provisions of Paragraph 5.3, the amount of the ASSESSMENT for COMMON EXPENSES per UNIT shall be established by DECLARANT based upon DECLARANT's estimate of what the ASSESSMENT would be if all of the development contemplated for the SUBJECT PROPERTY was completed, including all UNITS and other improvements, and if all COMMON AREAS anticipated to be ultimately conveyed to the MASTER ASSOCIATION were completed and conveyed, and if the MASTER ASSOCIATION had assumed all of the duties and obligations anticipated to be ultimately assumed by it. Said ASSESSMENT so determined may be changed from time to time by DECLARANT based upon changes in such estimate.

5.6.2. DECLARANT shall pay any amount of COMMON EXPENSES incurred by the MASTER ASSOCIATION in excess of ASSESSMENTS for COMMON EXPENSES receivable from the other OWNERS and any other income received by the MASTER ASSOCIATION, but DECLARANT shall not be liable for any ASSESSMENTS for COMMON EXPENSES for any UNITS or any PLANNED UNITS within the PROPERTY owned by DECLARANT. Notwithstanding the foregoing, in the event the MASTER ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the MASTER ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES shall not exceed the amount that DECLARANT would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the MASTER ASSOCIATION shall be assessed to the other OWNERS.

## 6. MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS.

6.1. Interest. If any MEMBER or OWNER 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 moneys owed to the MASTER ASSOCIATION for a period of more than ten (10) days after written demand by the MASTER ASSOCIATION; the MASTER ASSOCIATION may charge such MEMBER, HOMEOWNERS ASSOCIATION, or OWNER interest at the highest rate permitted by law on the amount owed to the MASTER ASSOCIATION from and after said ten (10) day period.

6.2. Acceleration of ASSESSMENTS. In addition, if any OWNER MEMBER is in default in the payment of any ASSESSMENT or any other moneys owed to the MASTER ASSOCIATION, for more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to accelerate and require such defaulting OWNER MEMBER to pay to the MASTER ASSOCIATION

ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER 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 moneys payable to the MASTER ASSOCIATION.

6.3. Collection from OWNERS. Notwithstanding anything contained herein to the contrary, each HOMEOWNERS ASSOCIATION shall collect all ASSESSMENTS for COMMON EXPENSES payable to the MASTER ASSOCIATION by the OWNERS who are members of the HOMEOWNERS ASSOCIATION, and shall remit the ASSESSMENTS to the MASTER ASSOCIATION on or before the date when same are due. In the event any HOMEOWNERS ASSOCIATION fails or refuses to collect or pay such ASSESSMENTS for COMMON EXPENSES to the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right, but not the obligation, upon written notice to the OWNERS who are members of the HOMEOWNERS ASSOCIATION, to collect the ASSESSMENTS for COMMON EXPENSES directly from such OWNERS. In that event, until notice to the contrary from the MASTER ASSOCIATION, each OWNER who is a member of such HOMEOWNERS ASSOCIATION shall be required to pay the per UNIT ASSESSMENT for COMMON EXPENSES directly to the MASTER ASSOCIATION, plus an administrative fee established by the MASTER ASSOCIATION not in excess of 10% of the per UNIT ASSESSMENT, and if any OWNER fails or refuses to pay such sums, all of the provisions of this DECLARATION for the enforcement of the collection of ASSESSMENTS shall apply, including the charging of interest, acceleration, costs and attorneys' fees, and lien rights granted to the MASTER ASSOCIATION. Notwithstanding the foregoing, if any PROPERTY owned by DECLARANT is also subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the HOMEOWNERS ASSOCIATION shall not collect any ASSESSMENTS payable by DECLARANT, but any such ASSESSMENTS shall be paid by DECLARANT directly to the MASTER ASSOCIATION.

6.4. Collection. In the event any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER fails to pay any ASSESSMENT or other moneys due to the MASTER ASSOCIATION within ten (10) days after written demand, the MASTER ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or moneys including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or moneys, initiating legal proceedings for the collection of such ASSESSMENTS or moneys, 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, and the MEMBER, HOMEOWNERS ASSOCIATION, or OWNER shall be liable to the MASTER ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION incident to the collection of any ASSESSMENT or other moneys owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the MASTER ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the MASTER ASSOCIATION's lien. The MASTER ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or moneys owed to it, and if the MASTER 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 moneys due it. All payments received by the MASTER ASSOCIATION on account of any ASSESSMENTS or moneys owed to it by any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, shall be first applied to payments and expenses incurred by the MASTER ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or moneys owed to the MASTER ASSOCIATION in the inverse order that the same were due.

6.5. Lien for ASSESSMENT and Moneys Owed to MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien on all PROPERTY owned and/or subject to the jurisdiction of any MEMBER, HOMEOWNERS ASSOCIATION, or OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION) or other moneys owed to the MASTER ASSOCIATION by such MEMBER, HOMEOWNERS ASSOCIATION, OR OWNER, and for interest, reasonable attorneys' fees incurred by the MASTER ASSOCIATION incident to the collection of the ASSESSMENTS and other moneys, or enforcement of the lien, and for all sums advanced and paid by the MASTER ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the MASTER 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, HOMEOWNERS ASSOCIATION, or OWNER which owns and/ or has jurisdiction over the PROPERTY, the amount due, and the due dates. The lien is 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 MASTER 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.

6.6. The foregoing lien as to PROPERTY operated by a HOMEOWNERS ASSOCIATION MEMBER shall specifically extend to all PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER, including any UNITS within such PROPERTY. However, any OWNER of any PROPERTY or UNIT subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER shall be entitled to a release of the MASTER ASSOCIATION's lien as to his PROPERTY or UNIT upon the payment to the MASTER ASSOCIATION of a percentage of the total amount secured by the MASTER ASSOCIATION's lien, which percentage shall be equal to such OWNER's share of the common expenses of the HOMEOWNERS ASSOCIATION, and in addition, reasonable costs of the MASTER ASSOCIATION associated with preparing and recording a partial release of lien, plus an administrative fee of \$25.00. In the event such payment to the MASTER ASSOCIATION results in the OWNER paying a greater percentage of the common expenses of his HOMEOWNERS ASSOCIATION than the OWNER's share, the OWNER shall be entitled to reimbursement from the HOMEOWNERS ASSOCIATION for any such excess amount.

6.7. Transfer of PROPERTY after ASSESSMENT. The MASTER 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 for all ASSESSMENTS, interest, and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER, and (ii) any new OWNER of PROPERTY which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION MEMBER shall be liable for the OWNER's share of all ASSESSMENTS, interest and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to the HOMEOWNERS ASSOCIATION MEMBER.

6.8. Subordination of the Lien to Mortgages. The lien of the MASTER ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the recording of a Claim of Lien by the MASTER ASSOCIATION. The sale or transfer of any PROPERTY by the foreclosure of a first mortgage or by deed in lieu thereof, shall extinguish the lien of the MASTER ASSOCIATION as to any ASSESSMENT, interest, expenses or other moneys owed to the MASTER 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 mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the MASTER ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the MASTER ASSOCIATION by any OWNER or MEMBER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS or MEMBERS including such acquirer, and its successors and assigns.

6.9. Notwithstanding the foregoing, if the MASTER ASSOCIATION's lien is on PROPERTY which is subject to the jurisdiction of a HOMEOWNERS ASSOCIATION 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 HOMEOWNERS ASSOCIATION MEMBER, and the OWNERS of all PROPERTY which is subject to the jurisdiction of the HOMEOWNERS ASSOCIATION MEMBER (other than the OWNER of the PROPERTY for which the lien has been extinguished) shall be liable for a pro rata share of such extinguished sums. If any such OWNER 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 MASTER 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 OWNER shall be entitled to a release of the lien as to his PROPERTY upon the payment to the MASTER ASSOCIATION of the OWNER's pro rata share of the extinguished sums, together with the reasonable costs of the MASTER ASSOCIATION associated with preparing and recording a partial release of the lien. If any OWNER 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 OWNER to be entitled to a release of the lien as to the OWNER's PROPERTY.

6.10. Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any PROPERTY, the MASTER ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable HOMEOWNERS ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS. Any person who relies on such certificate in purchasing or making a mortgage encumbering any PROPERTY shall be protected thereby.

7. ENFORCEMENT.

7.1. This DECLARATION may be enforced by DECLARANT, or the MASTER 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 HOMEOWNERS ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no HOMEOWNERS ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.2. Enforcement of Obligations of MASTER ASSOCIATION. The original DECLARANT, regardless of whether or not it is a MEMBER of the MASTER ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the MASTER ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the MASTER ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by the original DECLARANT or any controlling governmental authority, the original DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by the original DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the MASTER ASSOCIATION, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the MASTER ASSOCIATION's duties and obligations hereunder or the collection of any such sums. The original DECLARANT or the controlling governmental authority shall have the right to collect such sums from the MEMBERS of the MASTER ASSOCIATION and in connection therewith shall have all enforcement rights granted to the MASTER ASSOCIATION in connection with the collection of said moneys, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the MASTER ASSOCIATION may be enforced by any UNIT OWNER or MEMBER, through appropriate legal proceedings.

8. 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 MASTER ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the MASTER 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 MASTER 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.

9. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION, (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until MEMBERS representing one hundred percent (100%) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). The execution of any instrument terminating this DECLARATION on behalf of a HOMEOWNERS ASSOCIATION MEMBER must be by not less than a majority of the Board of Directors of the HOMEOWNERS ASSOCIATION MEMBER. 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, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this DECLARATION may not be terminated unless the instrument of termination is joined in by the South Florida Water Management District, or any successor controlling governmental authorities. Notwithstanding the foregoing, in no event may this DECLARATION be terminated for a period of 20 years from the date of this DECLARATION without the approval of the County Attorney for Palm Beach County, Florida, and it is acknowledged that such approval will not be granted without good cause.

10. AMENDMENT.

10.1. This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the votes of the entire membership of the MASTER ASSOCIATION. In addition, so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the MASTER ASSOCIATION, its MEMBERS, or any OWNER, and no amendment may be made by the MEMBERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include the right to add any property to or delete any property from the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if different than DECLARANT. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the MEMBERS and the BOARD, such amendment shall contain a certification by the President and Secretary of the MASTER ASSOCIATION that the amendment was duly adopted, and shall certify which HOMEOWNERS ASSOCIATION MEMBERS, if any, approved the amendment.

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

10.3. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

11. RIGHTS OF INSTITUTIONAL LENDERS. Upon written notice to the MASTER 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:

11.1. Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

11.2. Any 60-day default in the payment of ASSESSMENTS or charges owed to the MASTER ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the PROPERTY or UNIT on which it holds the mortgage, or by the HOMEOWNERS ASSOCIATION MEMBER having jurisdiction over the PROPERTY or UNIT.

11.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the MASTER ASSOCIATION.

11.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

## 12. CABLE TELEVISION AND SECURITY SERVICES.

12.1. Exclusive Right and Easement. DECLARANT reserves and shall have the exclusive right to provide cable television and cable security service ("CATV SERVICE") to the UNITS. In connection therewith, DECLARANT hereby reserves and shall have the exclusive right and easement over, upon, under and in the SUBJECT PROPERTY and the UNITS, and all other improvements constructed upon the SUBJECT PROPERTY, for the location, placement, replacement, maintenance and operation of any and all wires, cables, amplifiers, terminal boxes, antennas, satellite dishes, and other electrical or personal property, necessary or useable for providing CATV SERVICE to the UNITS, which may include equipment serving other property in addition to the SUBJECT PROPERTY.

12.2. Any CATV SERVICE shall be provided pursuant to an Agreement with the MASTER ASSOCIATION on such terms and conditions as DECLARANT and the MASTER ASSOCIATION may agree, which agreement shall include the following:

12.2.1. That the MASTER ASSOCIATION will pay a monthly service fee as a COMMON EXPENSE for each UNIT within the SUBJECT PROPERTY, which monthly service fee shall not exceed the monthly service fee generally charged by cable television companies to its customers on an individual basis for similar service as may be provided by DECLARANT from time to time.

12.2.2. That in consideration for the monthly service fee, DECLARANT shall provide basic cable television service similar to that provided by other cable television companies, and such other security services as DECLARANT is able to and desires to offer.

12.2.3. That in addition to the monthly service fee, DECLARANT may offer additional optional services to the residents of the UNITS, such as premium pay TV channels, extra security services, and other similar services. DECLARANT shall have the right to charge any OWNER or tenant of a UNIT directly an additional fee for any additional optional services purchased by the OWNER or tenant, and shall further have the right to charge any OWNER or tenant additional fees such as installation fees, fees for additional outlets, deposit fees for converters or other equipment, special service fees, and other fees generally charged by other cable television companies for similar services.

12.3. Consent to Other Cable Television Suppliers. In lieu of DECLARANT itself providing the CATV SERVICE, DECLARANT may assign its exclusive right and easement as provided herein, temporarily or permanently, in whole or in part, to any other person or entity, or may consent to the MASTER ASSOCIATION entering into an agreement with any other person or entity to provide CATV SERVICE for the SUBJECT PROPERTY, on such terms and conditions as DECLARANT may agree upon with any such other person or entity, and in consideration for such assignment or consent, DECLARANT may receive from such person or entity such consideration as DECLARANT and such other person or entity may agree. In any event, without the prior written consent of DECLARANT, the MASTER ASSOCIATION, any HOMEOWNERS ASSOCIATION, and any OWNER, shall not enter into any contract or agreement with any other person or entity for cable television services.

12.4. Limitation of Liability. DECLARANT, whether it supplies the CATV SERVICE; or whether any other person or entity supplies the CATV SERVICE pursuant to an assignment or consent by DECLARANT, shall not be liable in any respect to the MASTER ASSOCIATION, any HOMEOWNERS ASSOCIATION, or any OWNER, tenant or occupant of any UNIT, for any matters relating to the CATV SERVICE, specifically including but not limited to any security service supplied to the UNITS.

13. MISCELLANEOUS.

13.1. 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 MASTER ASSOCIATION is so notified in writing. Thereafter, the number of assessment units assigned 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 MASTER ASSOCIATION.

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

13.3. HOMEOWNERS 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 HOMEOWNERS ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

13.4. Authority of MASTER 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.

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

13.6. 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.

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

13.8. Performance of MASTER ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at



DECLARANT's expense the duties and obligations required hereunder to be performed by the MASTER ASSOCIATION, and in connection therewith to reduce the budget of the MASTER ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the MEMBERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

13.9. Property Owned by DECLARANT. For purposes of this DECLARATION, any property owned and any mortgage held by any subsidiary of DECLARANT, for the parent corporation of DECLARANT, or any subsidiary of such parent, shall be deemed owned or held by DECLARANT.

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

13.11. Actions Against DECLARANT. The MASTER ASSOCIATION shall not institute any legal proceedings against DECLARANT or spend any funds in connection with any litigation against DECLARANT without the consent of 75% of the votes of the MEMBERS.

13.12. Sale and Development Easement. As long as DECLARANT owns any PROPERTY, DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale, leasing, and promotion of the SUBJECT PROPERTY, or any portion thereof, or any other property, by DECLARANT.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 9th day of December, 1987.

WITNESSES:  
[Signature]  
[Signature]

K. HOVNANIAN AT DELRAY BEACH I, INC. a Florida corporation  
By: [Signature]



STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this 9th day of December, 1987, by [Signature] [Signature] of K. HOVNANIAN AT DELRAY BEACH I, INC., a Florida corporation, on behalf of the corporation.



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
(Notary Seal)

THIS INSTRUMENT PREPARED BY: Eric A. Simon, Esquire  
BORKSON, SIMON & MOSKOWITZ, P.A.  
1500 N.W. 49th Street, Suite 401  
Fort Lauderdale, Florida 33309

EAS/PINERIDG.MDC  
10/2/87 12:28

EXHIBIT "A" TO MASTER DECLARATION

All of the Plat of PINE RIDGE AT DELRAY BEACH, according to the plat thereof, recorded in Plat Book 58, Page 47-51, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY