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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
NEWHAVEN AT ABACOA

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made this _____ day of _____, 19__, by ABACOA HOMES, INC., a Florida corporation, ("Developer"), and by the NEWHAVEN AT ABACOA HOMEOWNERS INC., a Florida corporation not-for-profit, ("Association"),

Developer is the owner of the real property described in Exhibit "A" attached to this Declaration, and incorporated into this Declaration by reference. The Developer intends by this Declaration to impose restrictions upon certain properties under a general plan of development to mutually benefit all owners of residential properties within the restricted property. The Developer desires to provide a flexible, manageable, and reasonable procedure for the overall development of the restricted property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the restricted property.

Developer declares that the property restricted by this Declaration and any additional property which may be subjected to this Declaration by a subsequent amendment shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this Declaration. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title, or interest in the property subjected to this Declaration.

ARTICLE I
DEFINITIONS

1. "Abacoa" shall mean and refer to the Development of Regional Impact of the same name located in the Town of Jupiter, Palm Beach County, Florida.
2. "Abacoa BY-Laws" shall mean and refer to the By-Laws of the Abacoa Property Owners' Assembly, Inc.
3. "Abacoa Declaration of Covenants, Conditions and Restrictions" shall mean and refer to that certain declaration of covenants, conditions, and restrictions, and all exhibits thereto recorded in Official Record Book 9739, Page 1629, Public Records of Palm Beach County, Florida and as hereafter amended. It may also be referred to as the "Abacoa Declaration".
4. "Abacoa Development Company" shall mean and refer to that certain Delaware corporation, its successors and assigns, which was the declarant of the Abacoa Declaration of Covenants, Conditions and Restrictions. It may also be referred to as the "Abacoa Developer".

5. "Abacoa Property Owners' Assembly, Inc." ("Abacoa POA") shall mean and refer to the Florida not for profit corporation, which provides certain community-wide services to Abacoa.
6. "Articles" shall mean the Articles of Incorporation of the Association (hereinafter defined). A true and correct copy of the Articles is attached hereto, made a part hereof, and marked Exhibit "B".
7. "Assessment" means a share of the funds which are required for the payment of Association Expenses, which from time to time is assessed against the Members (hereinafter defined) of the Association. The term, "Assessment" may from time to time also refer to Special Assessments (defined herein) and Default Assessments (defined herein) wherever the context requires.
8. "Association" shall mean and refer to NewHaven at Abacoa Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
9. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, and the Abacoa POA, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board, and by the Abacoa POA, where appropriate, pursuant to the Homeowners Documents (hereinafter defined).
10. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all Members (hereinafter defined).
11. "Board" shall mean the Board of Directors of the Association.
12. "By-Laws" shall mean and refer to the By-Laws of the Association, attached hereto, made a part hereof, and marked Exhibit "C".
13. "Common Area" shall mean those areas of real property shown on the Plat of NewHaven at Abacoa (hereinafter defined), together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property". The common area shall consist of:
 - A. All portions of the Property (hereinafter defined), which are submitted to this Declaration, and are dedicated to the Association, that are not Lots or Units;

- B. All portions of the Property which are submitted to this Declaration, and that are not dedicated to any governmental entity or to the public for a public use, if any.
14. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be reasonably and more specifically determined by the Board, but shall always be, at a minimum, in conformance with and consistent with those standards established by the Abacoa POA.
15. "County" shall mean Palm Beach County, Florida.
16. "Declaration" shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.
17. "Developer" shall mean and refer to Abacoa Homes, Inc., a Florida corporation, its successors and assigns.
18. "Development(s)" shall mean and refer to such residential or commercial developments which are now or hereafter located within Abacoa.
19. "General Plan of Development" shall mean that portion of the Plat of NewHaven at Abacoa dedicated to the Association or submitted to this Declaration, initially or by Subsequent Amendment (hereinafter defined), as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the Property.
20. "Homeowners Documents" means in the aggregate this Declaration, the Articles, the By-Laws of the Association, the Rules and Regulations of the Association as well as the Abacoa Declaration, the Articles of Incorporation of the Abacoa POA, the By-Laws of the Abacoa POA, the Limited Warranty, the typical form of Special Warranty Deed, the form of Contract for Purchase and Sale, the Property Plan or Site Plan for NewHaven, the Escrow Agreement, and all of the instruments and amendments to same executed in connection with the General Plan of Development.
21. "Institutional Mortgagee" shall mean any lending institution having a first lien on any property subject to this Declaration, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

22. "Lot" shall mean tract of land located within the Property which is intended for use as a site for a Unit.
23. "Member" shall mean a member of the Association.
24. "Municipality" shall mean and refer to the Town of Jupiter, Florida.
25. "NewHaven at Abacoa Homeowners Association, Inc." shall mean that certain entity created to maintain, manage, and control the Common Areas. It shall be referred to as the "Association", but it may also be referred to as the "Homeowners Association" or "HOA".
26. "NPBCID" shall mean and refer to the Northern Palm Beach County Improvement District, a political subdivision of the State of Florida, 357 Hiatt Drive, Palm Beach Gardens, Florida, having jurisdiction over its Units of Development 9, 9A, 9B, 28, and any future additional legally formed units of development within Abacoa.
27. "NPBCID Plan of Improvements" shall mean or refer to any Plan adopted by NPBCID for the management, maintenance, installation, and/or construction of public infrastructure improvements within Abacoa.
28. "NPBCID Assessments" shall mean and refer to any legally authorized non-ad valorem assessments levied by NPBCID to pay for the cost of the management, maintenance, installation, and/or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.
29. "NPBCID Unit of Development" means that area lying within a specific geographical area that has been created by NPBCID as a distinct and separate area for implementation of NPBCID public infrastructure improvements.
30. "Occupant" shall mean the occupant of a Unit who shall be the owner, the lessee, or their respective guest(s).
31. "Owner" shall mean and refer to one (1) or more Persons (defined below) who hold the record title to any Lot which is created on the Property, but excluding any party holding an interest merely as security for the performance of an obligation.
32. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.
33. "Property" or "Properties" shall mean all of the real and personal property

submitted to this Declaration. The real property initially submitted to this Declaration is described in Exhibit A.

34. "Roads" shall mean and refer to any street or thoroughfare which is constructed by the Developer within the Common Areas, and which is dedicated to the Municipality or the Association, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, alley or similar designation.
35. "Rules and Regulations" shall mean the rules, regulations, and policies which are attached hereto, made a part hereof, and marked Exhibit "D", and as may be adopted by the Board from time to time by resolution or motion carried.
36. "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal foster care, guardianship, or adoption; or not more than two persons living together who may or may not be interrelated.
37. "Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on any land submitted by a Subsequent Amendment to the provisions of this Declaration.
38. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint all of the Directors to the Board, and conveys legal title to the Common Area to the Association. The transfer date shall occur no later than 120 days after the Developer has conveyed to Members all of the Lots or Units contemplated by the General Plan of Development, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.
39. "Unit" shall mean a finished portion of the Properties, for which a certificate of occupancy has been issued by the appropriate jurisdiction and which is intended for use and occupancy as a detached or attached residence for a Single Family. A Unit may also be referred to as a "Townhouse Unit" or a "Single Family home".
40. "Water Management System (Primary)" shall mean and refer to those lakes, canals, green ways, and other facilities created, owned, and/or used by NPBCID for the drainage of surface waters within Abacoa, and as identified in the NPBCID Plan of Improvements for Units of Development 9A and 9B, and shown on or described in the South Florida Water Management District Conceptual Surface Water Management Permit, as amended from time to time.

41. "Water Management System (Secondary)" shall mean and refer to those Road curbs, catch basins, easements, pipes, and other facilities installed or constructed by the Developer for the use and ownership of the Association.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

1. Use of Property. Every Owner's use of the Property shall be in compliance with all laws, ordinances, regulations, and orders, including, without limitation, the following:
 - A. Development Order. All terms, conditions, and provisions of the Abacoa Development of Regional Impact ("DRI") Development Order adopted by the Town of Jupiter in Resolution 9-95 effective June 6, 1995, and as amended from time to time, but including no change which would modify the responsibilities of the Association hereunder, or which would modify the general plan of development after construction of the Units.
 - B. Mixed Use Development Model Ordinance. The Abacoa Mixed Use Development Model Ordinance passed by the Town of Jupiter as Ordinance #1-95 effective June 1, 1995, and as amended from time to time, but including no change which would modify the responsibilities of the Association hereunder, or which would modify the general plan of development after construction of the Units.
 - C. NPBCID Bonds. All terms and conditions of the NPBCID Water Control and Improvement Bonds for Unit of Development No. 9A, Series 1996A and Series 1996B dated August 1, 1996; and such other bonds as may be issued in connection with Units of Development 9, 9B, and 28.
 - D. Abacoa Declaration of Covenants, Conditions and Restrictions. All terms, conditions, covenants, conditions, and restrictions set forth in the Abacoa Declaration of Covenants, Conditions and Restrictions recorded April 10, 1997 in Official Record Book 9739 at Page 1629 of the public records of Palm Beach County, Florida, and as amended by that certain Declaration of Annexation recorded April 10, 1997 in Official Record Book 9739 at Page 1737 of the public records of Palm Beach County, Florida, and as amended from time to time.
2. Initial Property. The Property which is subject to the easements, covenants, conditions, and restrictions imposed by this Declaration is described in Exhibit A.
3. Additional Property. The Developer may subject additional property to this Declaration, including without limitation, residential property, Common Areas, Roads, and properties of all types, including undeveloped lands and platted subdivisions, and lots by recording in the public records of the County a Subsequent Amendment to this Declaration setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property. Despite the fact

that Developer's submission of additional property to this Declaration may result in an overall increase in the Association Expenses, and a resulting increase in the Assessments payable by each Unit, or may result in an increase in the total number of votes or Members in the Association, the Developer shall not be required to obtain the joinder or consent of the Association, any Unit Owner, any other Person (except for the approval, if required, by the Abacoa POA, the Abacoa Developer, and governmental authorities), or any mortgagee of any Unit. Any property submitted to this Declaration by Subsequent Amendment, shall be included in the term "Property". Likewise, the Developer reserves the right to withdraw any portion of the Property from the restrictions, covenants, and conditions of this Declaration, including, without limitation, any residential property, Roads, Common Areas or other areas that may have been submitted initially by this Declaration or by a Subsequent Amendment, and the Developer shall not be required to obtain the joinder or consent of the Association, any Unit Owner, any other Person (except for the approval, if required, by the Abacoa POA, the Abacoa Developer, and governmental authorities), or any mortgagee of any Unit. The Developer shall have such rights until the Transfer Date. The Developer's right to withdraw any portion of the Property shall not be applicable to any portion of the Property that has been conveyed to an Owner.

4. Phasing. If sales response warrants the development, it is the intention of the Developer to develop the Units in three (3) phases. Development of the initial phase shall be commenced within 90 days of the recording of this Declaration in the public records of the County. Developer reserves the right to modify the architectural appearance, dimensions, and site plan for NewHaven at Abacoa. Developer's right to modify the architectural appearance, dimensions, and site plan shall not require the consent of any other person or entity, except for approval, if required, by the Abacoa POA, the Abacoa Developer, and governmental authorities.

ARTICLE III
PROPERTY RIGHTS

1. Use of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her Single Family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:
 - A. Right to Borrow Money. The right of the Association to borrow money for the purpose of improving the Common Area and, in connection therewith, to mortgage the Common Area.
 - B. Protect Against Foreclosure or Imminent Danger. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure or an imminent danger.

C. Suspension of Rights.

i. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that owner.

ii. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of this Declaration, the Abacoa Declaration, any of the rules and regulations promulgated by the Association or the Abacoa POA, or any of the traffic regulations of the Association or the Abacoa POA.

D. Maintenance. The right of the Association to maintain the Common Area.

E. Rules and Regulations. Rules and regulations governing the use and enjoyment of the Common Area, as promulgated by the Association or the Abacoa POA.

F. Traffic Regulations. Traffic regulations governing the use and enjoyment of the alleys, as promulgated by the Association or the Abacoa POA. Traffic regulations governing the use and enjoyment of the Roads shall be as promulgated by the Municipality or the Association.

G. Dedications. The right of the Association to dedicate or transfer all, or any part, of the Common Area to any governmental or quasi-governmental agency, authority, utility, water management or improvement district.

H. Plat Restrictions. Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

I. Declaration. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

J. Abacoa Declaration. All of the provisions of the Abacoa Declaration, and the Articles of Incorporation and By-laws for the Abacoa POA and all exhibits thereto, and all rules and regulations adopted by the Abacoa POA, and the traffic regulations, as same may be amended from time to time.

K. Utility Easements. The Owners' easements of enjoyment shall be subject

to easements, hereby reserved over, through and underneath the Common Area, and (where appropriate) the Lots for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone cables, security wires and street lights. Easements for such utility services are reserved by Developer for all buildings and improvements which have been or may be constructed on the Property and Developer may grant specific easements to utility companies and others as reasonably necessary.

- L. Cable Television and Wireless Communication. The Abacoa POA reserves the right to lease portions of the Abacoa common property to a cable television company or a similar operation for the purpose of installation of a transmission tower. The Abacoa Developer or the Abacoa POA may grant easements over the Common Area and the Abacoa common property for cable television, cable radio, cellular telephone, or similar operations.

 - M. Bicycle Path. Notwithstanding the fact that parts of the bicycle/pedestrian path in Abacoa may be located within the Property, such paths are subject to an easement for use by all owners of property within Abacoa, their guests, licensees, and invitees.

 - N. Emergency Access. In case of any emergency originating in, or threatening the Property or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association or the Abacoa POA, or any other person authorized by the Association or the Abacoa POA, or the management agent under a management agreement, shall have the right to enter the Property or such Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.
2. Abacoa POA Rights. In the event of a permanent dissolution of the Association or in the event the Association fails to maintain the Common Area, the Abacoa POA may maintain the Common Area and may collect assessments against Members for the costs thereof, in accordance with the Abacoa Declaration. Upon permanent dissolution of the Association, the Members shall immediately hold title to the Common Area as tenants in common.
3. Abacoa Development Company Rights. The Owners' easements of enjoyment shall be subject to the rights reserved by the Abacoa Development Company, its successors or assigns, or successors in title, for future development of Abacoa. As a material condition for ownership of a Unit, each Owner, by accepting a deed to a Unit, releases Abacoa Development Company, its successors or assigns, or successors in title, from any claim for interference with his quiet enjoyment of his Unit or the Common Area, due to the development of Abacoa, whether or not the construction operations are performed on the Abacoa common property, the Common Area, or the Lots, and each Owner acknowledges and agrees that the Abacoa Development Company

shall have the sole right of design, construction, development and improvement of the Abacoa common property, and other property owned by the Abacoa Development Company within Abacoa.

4. Developer Rights. The Developer reserves the right to amend this Declaration unilaterally prior to the Transfer Date, without prior notice and without the consent of any Person, provided such amendment is not unequivocally contrary to the General Plan of Development, and further provided Developer obtains the prior written consent to such amendment, if any, required from the Abacoa POA, Abacoa Development Company, and governmental agencies.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

1. Membership. The Owner of the fee simple title of record of each Unit shall be a mandatory member of the Association, and the Abacoa POA. Membership shall continue until the Member transfers or conveys its interest of record or the interest is transferred by operation of law, at which time the membership shall automatically be conferred upon the transferee. Each owner shall have also an interest in the Abacoa POA by and through the Homeowners Association.
2. Homeowners Association. Each Unit owner shall become a member of the Homeowners Association upon acceptance of a deed to his Unit. As a member of the Homeowners Association, the Owner shall be governed by the Articles of Incorporation and the By-Laws of the Homeowners Association; and shall be entitled to one (1) vote for each Unit owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the secretary of the Homeowners Association. Provided, however, the Developer shall retain the right to appoint all of the directors to the Board of Directors of the Homeowners Association until the Transfer Date.
3. 3. Abacoa POA. Each Unit Owner shall have an interest in the Abacoa POA upon acceptance of a deed to his Unit. The rights, privileges, and obligations of membership are more fully described in the Articles and By-Laws of the Abacoa POA.

ARTICLE V

USE OF PROPERTY

1. Single Family Residence. The Units shall be used solely as single family residences. Nothing herein shall be deemed to prevent an owner from leasing a Unit to a Single Family, subject to the terms, conditions, and covenants contained in this Declaration.
2. Use Restrictions. The Board shall have the authority to make and enforce

standards and restrictions governing the use of the Properties, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association.

A. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against owners, shall also apply to all occupants of any Unit.

B. Business Use.

i. The Units shall be used solely for Single Family purposes. However, nothing herein shall be deemed to prevent an Owner from leasing a Unit to a Single Family, subject to all of the terms, conditions and covenants contained in this Declaration, or from using a Unit for "limited home business uses". The term, limited home business uses, are such uses as are not apparent or detectable by sight, sound, or smell from outside the Unit; the uses do not involve regular visits of customers or clients to the Unit or door-to-door solicitation of residents of the Properties; and the business activity is consistent with the residential character of the Properties and does not violate these Use Restrictions. Examples of "limited home business uses" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business uses that it determines interfere with the enjoyment or residential purpose of the Properties in its sole and absolute discretion. With the exception of limited home business uses, the Units shall not be used in any trade, business, professional or commercial capacity.

ii. Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of prohibited business uses, so long as the Owner or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any twelve (12) month period.

iii. Nothing contained herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to accomplish the General Plan of Development, including the construction and operation of a sales model and office by the Developer until all of the Units have been sold.

C. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the

development as a whole. No illegal, noxious, or offensive activity shall be carried on in any Unit, which would tend to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

- D. Maintenance of Units. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an owner fails to maintain his Unit as required, for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of NewHaven at Abacoa; provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, may be charged to the Owner and, as charged, shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.
- E. Easements. Except as constructed by the Developer or substantially similar replacements thereof, no Unit or material improvement to a Unit shall be built or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.
- F. Laundry. No portion of the Lot shall be used for the drying or hanging of laundry, unless such laundry is screened from public view, so that the laundry is not visible from any Road, or from adjoining Lots. This provision is not intended to prohibit the drying or hanging of laundry on a Lot.
- G. Vehicles. No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Properties, any driveway, or designated parking space within the Properties except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Properties as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for

four or more passengers, shall be considered to be a prohibited van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

H. Parking and Garages. Except as above noted, vehicles shall be parked only in the garages or in the driveways serving the Units, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such Roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, trucks and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

I. Animals and Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull or pit bull mix) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association and the Abacoa POA, and hold them harmless against any loss or liability resulting from his or her, his or her Single Family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

J. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner; and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Developer, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable municipal subdivision and zoning regulations.

- K. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, unless installed by the Abacoa Development Company or the Abacoa POA, without the prior written approval of the ACC (hereinafter defined),
- L. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.
- M. Windows and Front Porches. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a front porch are outdoor furniture, overhead fans, and potted plants. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.
- N. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Developer shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to approval by the ACC, which shall not be unreasonably withheld.
- O. Hurricane Season. Each Unit Owner who intends to be absent from his Unit during the hurricane season (May 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:
- i. Removing all furniture, potted plants, and other movable objects from his yard, patio, and deck; and
 - ii. Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be

removed when no longer necessary for storm protection. At no time shall hurricane shutters, other than shutters installed by the Developer, be permanently installed, without the consent of the ACC.

iii. If approved by the ACC, temporary or permanent exterior shutters may only be closed during a storm event or when a storm event is imminent. A "storm event" is defined as a meteorological event in which winds in excess of 40 mph or rainfall has occurred, or is expected to occur on the Properties, within 6 hours.

P. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC.

Q. Artificial Vegetation. Exterior Sculpture. and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC.

R. Irrigation. The Developer shall install a sprinkler system on each Lot. Except for sprinkler or irrigation systems installed by the Developer, no sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval from the ACC has been obtained.

S. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of structured and channeled flow of surface water only. No obstructions or debris shall be placed in these areas. No Person, other than the Developer, the Abacoa POA, the NPBCID, or the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer, the Abacoa POA, and the Abacoa Development Company hereby reserve a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Property.

T. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

U. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

- V. Lakes and Water Bodies. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, boating, swimming, playing, or use of personal flotation devices, shall be permitted. The Association, the Abacoa POA, the Abacoa Development Company, or the NPBCID shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties, if any.
- W. Recreational Facilities. All recreational facilities and playgrounds furnished by the Abacoa POA or the Association, if any, or erected will the Properties, if any, shall be used at the risk of the user, and neither her the Association nor the Abacoa POA shall be held liable to any Person or any claim, damage, or injury occurring thereon or related to use thereof
- X. Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The Board shall give an owner in violation of the Rules and Regulations the Association, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or his Single Family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.
- Y. Abacoa POA Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the POA. The board of the Abacoa POA shall give an owner in violation of he rules and regulations of the Abacoa POA, written notice of the violation on by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Abacoa POA be required seek enforcement of any provision of this Declaration, the Abacoa Declaration, or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his Single Family, guests, invitees, or lessees) shall be liable to the Abacoa POA for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE VI
COMMON AREAS

1. Title to Common Area. The Developer shall not be required to convey title to the Common Area or any portion thereof to the Association until the Transfer Date. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, (excepting only such portions of the Common

Areas which may be subject to express easements which may provide for or the maintenance 49% of such portions of the Common Areas to be provided by the easement grantee), and for the payment of all real estate taxes and other assessments which are liens against the Common Area, from and after the recording of this Declaration. On or before the Transfer Date, the Developer shall convey the Common Area to the Association by quitclaim deed. The developer shall not be required to provide any title insurance or other related title documents to the Association in connection with the conveyance of the Common Areas.

2. Annexation of Additional Property. The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property as it may deem beneficial to the Members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of a Subsequent Amendment recorded in the public records of the County.
3. Rules and Regulations Governing Use of Common Areas. The Board shall promulgate rules and regulations governing the use of the Common Areas. Such rules and regulations, and all provisions, restrictions, and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration and in the Abacoa Declaration may be enforced by legal or equitable action as provided herein or therein.
4. Traffic Regulation. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate other traffic regulations. The Board may also promulgate rules and procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against owners who violate the traffic regulations and against Owners whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines shall be collected in the same manner as an individual assessment in accordance with the Declaration from the Owner who violates the traffic regulations, or from the Owner whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Board.
5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII
EASEMENTS

1. Easements for all Owners. The Developer hereby grants a perpetual non-exclusive easement to the Association and to the Unit Owners, their

families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, rights-of-way and other Common Areas. The Developer hereby grants an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the General Plan of Development for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

2. Easements for Townhouse Unit Owners. The Developer hereby grants a perpetual easement to all Townhouse Unit Owners for driveway and vehicular access across driveways located on the Common Areas where such Townhouse Units are accessed from an alley. The Developer also grants a perpetual easement over the Common Area to all Townhouse Unit Owners for any air conditioning pads and air conditioning equipment located thereon located adjacent to the end Units of any Townhouse Unit building. Any utility or service provider requiring access to such air conditioning pads or equipment shall likewise have the right of ingress and egress over such portions of the Common Area as may be needed to service, repair, or replace such air conditioning equipment.

3. Easements for Utilities.

A. Common Areas. The Developer hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the Common Areas, provided, however, that any such installation or maintenance shall not diminish any pre-existing uses, and further providing such company restores any disturbed area substantially to the condition existing prior to their activity. No utility service line or system may be installed or relocated within the Common Areas without the consent of the Association.

B. Townhouse Units. The Developer hereby also grants a perpetual utility easement on the exterior walls of end Units of Townhouse Unit buildings, and under the garages of all of the Townhouse Units for the use and benefit of the Townhouse Unit Owners owning Units within such Townhouse Unit building. It is expressly understood that the construction of Townhouse Units shall occur over the underground easements. These easements are for ingress, egress, installation, replacement, repair and maintenance of utility meters and lines for electricity, air conditioning refrigerant, telephone, cable TV and other telecommunication services. It shall be expressly permissible for the Developer or the providing utility or service company to inspect,

monitor, read meters, and install and maintain facilities and equipment on the end Units of Townhouse Unit buildings and under Townhouse Unit garages, and to insert and maintain wires and lines within conduits under such garages, providing such utility company restores any disturbed area substantially to the condition existing prior to their activity. Unless maintenance, repairs, or replacement of underground utility lines are required, and such service cannot be accomplished from the exterior of the Townhouse Unit building by removing such lines from their respective conduits, then it shall be permissible for such utility or service provider to excavate such lines and to perform any necessary maintenance, repairs or replacements, providing, thereafter, such company restores any disturbed area substantially to the condition existing prior to its activity. The Owner of the garage floor surface shall have complete surface rights unless such maintenance, repairs, or replacements from the surface of the garage floor are necessary.

4. Easements for Drainage Facilities. Easements for the installation and maintenance of drainage facilities are granted to the Association, and the Developer as shown on the Plat of NewHaven at Abacoa. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Developer. The Association and the Abacoa POA shall have access to all such drainage easements for the purpose of operation and maintenance thereof.
5. Easements for Encroachments. The Developer hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Unit, or in the event that any Unit now or hereafter encroaches upon the Common Area or any other Lot, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System (Primary), without the written consent of the NPBCID and the South Florida Water Management District.
6. Easements to the Abacoa POA. The officers, agents, employees, and independent contractors of the Abacoa POA shall have a nonexclusive easement to enter upon any portion of the Common Areas for the purpose of performing or satisfying the duties and obligations of the Abacoa POA, as set forth in the Abacoa Declaration, the Articles and By-Laws of the Abacoa POA.
7. Easements to Institutional Mortgagees. Easements are hereby granted to all Institutional Mortgagees holding mortgages upon any portion of the Property for the purpose of access to the property subject to its mortgage.

8. Easements to the Abacoa Development Company. Easements are hereby reserved throughout the Common Areas, including without limitation, the Roads located on the Common Area and the easements shown on the Plat of NewHaven at Abacoa, by Developer, for the reasonable use of the Abacoa Developer, and the reasonable use of its agents, employees, licensees and invitees, for all purposes.

ARTICLE VIII
MAINTENANCE

1. Association's Responsibility.

A. Common Areas. The Association shall maintain and keep in good repair the Common Areas as described in this Declaration. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; all roads and alleys within the Common Areas, which are not publicly dedicated and maintained; all road and identification signage; drainage easements and other easements; drainage facilities and water control structures; sidewalks located within rights-of-ways; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area. The cost to the Association of maintaining the Common Areas shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

B. Front Yard and Irrigation Maintenance, and Public Property. The Association may maintain property which it does not own, including, without limitation, the front yards (street side) of the Units, and property dedicated to the public. The front yard of an Unit shall include all portions of a Lot as it is originally landscaped by the Developer, lying street side of an imaginary line created by the horizontal plane of the front door of the Unit in a closed position. The maintenance of the front yards of Units shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect (if appropriate), of all plantings and sodding of front yards of the Units; all drainage facilities, pipes, lines and easements associated with the front yards of Units; and sidewalks located within Lots. The Association shall also maintain the irrigation system or facilities installed throughout each Lot. The cost to the Association of maintaining the front yards of the Units, the irrigation system installed throughout the Lots, and property dedicated to the public shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration. The maintenance of property dedicated to the public shall only be undertaken in the event that the Board determines that such public property maintenance is necessary or desirable. This provision is not intended to make the Association the insurer of any Lot.

C. Irrigation Quality ("I.O.") Water Facilities. The Association shall be

responsible in perpetuity for the I.Q. water payment and the operation, maintenance, repair, and replacement of the I.Q. facilities owned by the Association and located with the Common Area, as well as those I.Q. water facilities located on the Lots, in accordance with the standards, rules, and regulations of all competent regulatory agencies, including, without limitation, the Loxahatchee River Environmental Control District ("Loxahatchee River District"). The Association shall have access to all Lots for the operation, maintenance, repair and replacement of I.Q. water facilities. The Association shall provide written notice to the Loxahatchee River District prior to the removal or major alteration of I.Q. water facilities located in the Common Areas or any Lot.

2. Owner's Responsibility. All maintenance activities not specifically undertaken by the Association as described above shall be the responsibility of each Owner who shall maintain his or her own Unit, and the structures, driveway, sidewalks, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard, and all applicable covenants. where applicable, each Owner of an Unit adjacent to an alley shall maintain, repair and replace all landscape lying within the right of way of an adjacent alley between the Unit boundary and the paved portion of the alley in a manner consistent with the Community-Wide Standard.

A. Townhouse Unit Owner's Maintenance Responsibility.

i. Maintenance of the Exterior of the Townhouse Unit. Subject to the maintenance duties of the Association, each Townhouse Unit owner shall maintain his or her own Townhouse Unit, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Each Unit Owner shall maintain his own lawn and landscaping located in the rear yard of his Lot. The rear yard of a Lot includes all portions of the Lot which is not the front yard (defined above). Notwithstanding the foregoing, the Association shall be responsible for normal and routine pressure cleaning and painting of the Shared Roofing (defined below), boundary walls and fences of a Unit. The Board shall determine the need for such cleaning and painting from time to time. All costs reasonably related to said cleaning and painting shall be borne by the Association as an Association Expense.

ii. Party Walls. The Units comprising each Townhouse Unit building are residential Townhouse Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The center line of a party wall is the common boundary of the adjoining Unit. The cost of maintaining each side of a party wall shall be borne by the Unit Owner using said side, except as otherwise provided herein. Each adjoining owner of a party wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and

shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said party wall.

iii. Party Fences. Those walls, structures, or fences, which may be constructed between two adjoining Townhouse Units and are to be shared by the Owners of said adjoining Townhouse Units are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Townhouse Units bordering the fences. Each Townhouse Unit Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Townhouse Unit or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Unit. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Townhouse Unit owners, the Owners of the adjacent Townhouse Units shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Townhouse Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Townhouse Unit Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Townhouse Unit Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Townhouse Unit Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

- iv. Shared Roofing. The entire roof of the Townhouse Unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "shared roofing". The shared roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the shared roofing shall share the cost of reasonable repair and maintenance of such shared roofing equally. If any portion of the shared roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the shared roof roofing may restore it. If other owners also have use of the shared roofing, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.
- v. Damage. If a Townhouse Unit is damaged solely by the negligent or willful misconduct of a Townhouse Unit Owner, any expense to repair or reconstruct the Unit shall be borne solely by such wrongdoer. If a Townhouse Unit is damaged through an act of God or suffers some other casualty loss, the affected Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Townhouse Unit building, subject to the procedures of the ACC set forth herein. If the Unit Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Unit(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. If the Members are specially assessed in accordance herewith, the Association shall have the right to lien the repaired or reconstructed Townhouse Unit for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction, including without limitation all repair or reconstruction costs, interest, costs, professional fees. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the capital contribution funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Default Assessments.
- vi. Modifications. No Townhouse Unit Owner shall paint, refurbish or

modify the exterior surfaces of his Unit without the prior written consent of the ACC. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Units by the Association and as an Association Expense, a Townhouse Unit Owner may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the ACC.

- vii. Failure to Maintain. In the event a Unit Owner shall fail to maintain correct Lot drainage and to maintain the premises and the improvements thereon, as provided herein, the Association or the Abacoa POA, after reasonable notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior of the Unit and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment against such Unit; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

B. Single Family Home Owner's Maintenance Responsibility. The Developer intends to construct two (2) types of single family homes, i.e., an Alley Home and a Conventional Home (defined below).

- i. Maintenance of Exterior of Single Family Home with garage access on an alley. Each single family home, which is not a Townhouse Unit, and which is constructed with access to its garage from an alley will be a zero lot line home. A zero lot line home is a home that is constructed with one wall located on the lot line or abutting a small easement located on the lot line. The maintenance of each single family home constructed on an alley ("Alley Home") shall be as set forth herein. Each Alley Home Owner shall maintain the exterior of his single family home, including the walls (however, excluding the "Lot Perimeter Wall" as defined herein), and fences, where applicable, in good condition and repair. The Lot Perimeter Wall shall be defined to mean and refer to that exterior wall of an Alley Home which is located approximately three feet and one inch (3 ft. 1 in.) from the lot line or boundary. Notwithstanding the foregoing, the Association shall be responsible for the normal and routine painting of the exterior walls of Alley Homes. The Board shall determine the need for painting from time to time. All costs reasonably related to said painting by the Association shall be incurred as a Common Expense.

- a. Each Lot on which an Alley Home is constructed is subject to an easement of approximately three feet and one inch (3 ft. 1 in.) in width which extends from the front of the home (street side) to the rear of the lot ("Zero Line Easement"). The Zero Line Easement is in favor of the Owner of the Lot immediately adjacent to the easement. The Zero Line Easement is a result of building code requirements, which disallow a Lot Owner's roof from overhanging property which is not owned in fee by the Lot

Owner. Therefore each Alley Home Owner's roof overhangs a portion of his Lot, which is subject to the Zero Line Easement. Each Alley Home is constructed within a Lot such that one side of the Alley Home, the side which includes the Lot Perimeter Wall (defined herein), is adjacent to the Zero Line Easement. A sketch of the Zero Line Easement is attached hereto and made a part hereof marked Exhibit "___".

- b. The owner of the Lot immediately adjacent to the Zero Line Easement is the grantee of the Zero Line Easement. The grantee is hereby granted the exclusive right to use and maintain real property within the Zero Line Easement. The Owner of the Lot on which the Zero Line Easement is located shall not be permitted to use or to maintain the real property within the Zero Line Easement, (except for roof overhang) however, in the event of damage to his single family home, the Owner of the Lot on which the Zero Line Easement is located may enter upon the real property subject to the Zero Line Easement to perform repairs and replacements to his Alley Home.

- c. The Zero Line Easement area may be used by the grantee for landscaping and irrigation purposes. No landscaping material may be placed in the Zero Line Easement which would contact the Lot Perimeter Wall or the roof of the Alley Home abutting the Zero Line Easement. No irrigation shall be permitted within the Zero Line Easement which could damage the Lot Perimeter Wall or roof of the Alley Home abutting the Zero Line Easement.

- ii. Maintenance of Exterior of Single family Home without garage access on an alley. Each single family home, which is not a Townhouse Unit, and which is constructed without access to its garage from an alley will be a home with conventional side yard setbacks. The maintenance of a single family home constructed with conventional side yard setbacks ("Conventional Home") shall be as set forth herein. Each Conventional Home Owner shall maintain the exterior of his single family home, including the walls and fences, where applicable, in good condition and repair. Notwithstanding the foregoing, the Association shall be responsible for the normal and routine painting of the exterior walls of Conventional Homes. The Board shall determine the need for painting from time to time. All costs reasonably related to said painting by the Association shall be incurred as a Common Expense.

- iii. Rear Yard Maintenance. Each single family home owner shall maintain his own lawn and landscaping located in the rear yard of his lot, which shall include all portions of the Lot which is not the front yard (described above) The Association shall maintain the lawn and landscaping located in the front yard of each Lot, and the irrigation system installed throughout the Lot.

- iv. Lot Perimeter Wall Maintenance. Maintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the Alley Home adjacent to the Lot Perimeter Wall. The adjacent Alley Home Owner shall have an easement over that portion of the adjacent lot on which a Lot Perimeter Wall has been located, as specified herein, in order to maintain and to make superficial repairs to said Lot Perimeter Wall. However, in no event, shall any Person make any structural or other changes in the walls, including, but not limited to, change of paint color, without the express written approval of the Architectural Control Committee. Structural repairs to the Lot Perimeter Wall shall be performed solely by the Association or its assigns. In the event the Board shall determine that the Lot Perimeter Wall has been damaged by the adjacent Alley Home Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent lot owner within thirty (30) days, unless extended by the Board, the Association shall have the right at reasonable times to enter the adjacent lot to effect such repair, and the cost thereof shall be assessed to the adjacent lot owner, and, if not paid in a timely manner, shall become a Default Assessment upon such adjacent Lot.
- v. Modifications. No single family home owner shall authorize the painting, refurbishing or modification of the exterior surfaces of his Unit without the prior written consent of the ACC. While repainting and refinishing shall be done by the Association uniformly at the same time for all single family home Units, a single family home Owner may perform such repainting or refinishing at his own expense with the prior written consent of the ACC.
- vi. Failure to Maintain. In the event an Owner of any single family home lot shall fail to maintain the premises and the improvements thereon, as provided herein and in accordance with the Community-Wide Standard, the Association, after notice to the Owner, shall have the right to enter upon any lot to correct drainage and to repair, maintain and restore the exterior of the single family home lot and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an Default Assessment against such lot.
- vii. Homeowner's Insurance. Each Owner of a single family home shall maintain physical damage insurance for his or her single family home in an amount equal to the replacement value of the home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Default Assessment against such Unit.

1. Creation of Lien and Personal Obligation for Assessments. Developer, for each Lot owned within the Property, hereby covenants, and each Owner of a Lot, by accepting a deed for the Lot, is deemed to covenant to pay to the Association: (A) Assessments to fund Association Expenses for the benefit of all Members of the Association; (B) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (C) Default Assessments which may be assessed against a Lot pursuant hereto for the Owner's failure to perform an obligation under the Homeowners Documents or because the Association has incurred an expense on behalf of the Owner under the Homeowners Documents.

All Assessments, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses, will be a charge on the land, and will be a continuing lien upon the Lot against which each such Assessment is made until paid.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses, will also be the personal and individual obligation of the owner of such Lot as of the time the Assessment falls due, and two or more owners of a Lot will be jointly and severally liable for such obligations. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

2. Annual Assessment s for Association Expenses.

- A. Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Association Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget shall include, without limitation, the following listed line items:

- i. Maintenance, repair and replacement. All expenses necessary to meet the Association's responsibility to maintain the Units, lawns, landscaping and irrigation systems located in the front yards of each Unit, and to maintain the Common Areas in accordance with the requirements of this Declaration.

- ii. Abacoa POA. The Association, on behalf of all Units subject to assessment hereunder, shall pay assessments to the Abacoa POA as provided in the Abacoa Declaration, and in the Articles and By-Laws of the Abacoa POA. The Abacoa POA assessments shall be paid by the Unit Owners to the Association, which shall thereafter remit such assessments to the Abacoa POA. The duty of the Association to pay the Abacoa POA assessment on behalf of all Units shall not be deferred or relieved by any non-payment of Association assessments by any Unit Owner.

- iii. Utility Charges. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges, if any, for water, gas, electricity, telephone, irrigation quality water, sewer and any other type of utility or service charge.

- iv. Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Unit Owners at any meeting thereof, shall determine to be in the best interest of the Association. Nothing contained herein is intended to require that the Association insure any Unit or Lot from any liability or casualty risk.

- v. Insurance Trustee. If required or appropriate, all expenses necessary to retain and continue to retain a lending institution in the County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

- vi. Taxes. All taxes levied or assessed upon the Common Areas, if any, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

- vii. Miscellaneous expenses. The costs of administration for the Association, including any secretaries, accounting service, bookkeepers, or employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Unit. Bulk rate charges for cable television may be assessed as Association Expenses, if the Association becomes a party to a single billing service for cable television services provided to all of the Owners. In a bulk

rate agreement, the gross amount billed to the Association by the cable television provider will remain fixed for a period of time, and the sum assessed to an Owner may vary depending on the number of Owners agreeing to accept cable television services. If a Unit Owner opts not to receive cable television service, the cost of cable television service shall increase for the balance of the Owners accepting cable television service, in order that the gross amount billed to the Association is always paid. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

viii. Indemnification. The costs to the Association to indemnify and save harmless Developer, the Abacoa POA, and the Abacoa Development Company from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Developer, the Abacoa POA, and the Abacoa Development Company may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions, contained in this Declaration or the Declaration of Covenants Conditions and Restrictions for Abacoa to be kept and performed by the Association and/or the Owners, including the payment of Association Expenses.

Included also is the cost to the Association to indemnify its Board, committee members, and officers for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay the Association Expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association Expense shall be reallocated amongst the Unit Owners and not the Institutional Mortgagees.

ix. Reserve funds. The costs to establish a reserve fund for replacement and/or capital refurbishment of the Common Areas and Association Property (the "capital contributions") in the amounts, if any, determined proper and sufficient by the Board. Each Owner acknowledges and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of same. The Association shall be responsible for maintaining the capital contributions in a separate

reserve account, and to use such funds only for capital costs and expenses as aforesaid. This provision may only be amended by the affirmative vote of a two-thirds majority of the Members.

- B. Apportionment of Assessments for Association Expenses. Each owner will be responsible for owner's share of the Association Expenses, which will be divided equally among the Lots submitted to this Declaration from time to time. Accordingly, at any given time, an Owner's share of Association Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots then platted and submitted to the Declaration. Notwithstanding the preceding sentence, any Association Expenses or portion thereof benefiting fewer than all of the Lots will be assessed exclusively against the Lots benefited.
- C. Collection. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable not less frequently than quarter-annually in advance on the first day of January, April, July, and October. The omission or failure of the Association to fix the Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association will have the right, but not the obligation, to make pro rata refunds of any Assessments for Association Expenses in excess of the actual expenses incurred in any fiscal year.
- D. Date of Commencement of Assessments. The annual Assessments provided for herein shall commence as to each Unit at the time that the title to such Unit is transferred from the Developer to a third party purchaser, who upon receipt of title becomes a Member of the Association. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on a Unit.
- E. Capitalization of the Association. Upon acquisition of record title to a Lot from the Developer, or any seller after Declarant, each Owner will contribute to the capital of the Association an amount equal to one-sixth of the amount of the Annual Assessment determined by the Board of Directors for the Lot for the year in which the owner acquired title. The Association will maintain the working capital funds in segregated accounts to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Such payments to this fund will not be considered advance payments of Annual Assessments.
- F. Capitalization of the Abacoa POA. Upon acquisition of record title to a Lot from the Developer, or any seller after Developer, each Owner shall

contribute to the capital of the Abacoa POA in an amount as shall be determined by the Abacoa POA Board of Directors from time to time.

3. Special Assessments.

A. Determination by Board. The Board may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; the cost of replacing any landscaping materials severely damaged or destroyed by any casualty; or, after adopting an annual budget to make up any shortfall in the current year's budget. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B. Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth for Annual Assessments for Association Expenses.

C. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least 30 days prior to the due date.

4. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Association Expense Assessments and Special Assessments) levied against an Owner pursuant to the Homeowners Documents, or any expense of the Association, or the Abacoa POA, which is the obligation of an Owner or which is incurred by the Association, or the Abacoa POA, on behalf of the Owner pursuant to the Homeowners Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association, or the Abacoa POA, as a result of the failure of an Owner to abide by the Homeowners Documents, or to remedy or abate any emergency, constitutes a Default Assessment, enforceable as provided in this Declaration.

5. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

6. No Waiver. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of common Areas or abandonment of the Unit.

The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

7. Developer Obligation. Until the Transfer Date, on all Units on which Assessments have commenced, the Developer shall be obligated for the difference between the amount of Assessments levied on such Units, and the amount of actual expenditures required to operate the Association. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.
8. Subsidy Contracts. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Developer or other entities for the payment of some portion of the Association Expenses.
9. Subordination of the Lien to Institutional Mortgagees. The lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an institutional mortgage upon any Unit as provided in this Declaration. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of an institutional mortgage or as a result of a deed in lieu of foreclosure shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Where the Institutional Mortgagee holding a first mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the Association Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Association Expenses or Assessments shall be deemed to be Association Expenses collectible from owners of all the Units, including such acquirer, its successors and assigns.
10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Assessments and Special Assessments:
 - A. All Common Areas; and
 - B. All property dedicated to and accepted by the Abacoa POA, the Municipality, NPBCID, any governmental authority, or public utility.

ARTICLE X
ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. Lien for Assessments. All Assessments, together with interest (at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs), costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment.

2. Effective Date of Lien. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any institutional mortgage. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

3. Remedies. In the event any Owner shall fail to pay his or her Assessments within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.
 - A. Late Charge. To impose a late charge not in excess of \$25.00.

 - B. Acceleration of Assessments. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

 - C. Attorneys Fees and Costs. To advance on behalf of the owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

- D. Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.
- E. Action at Law. To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.
4. Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment, including the amount of the Assessment payable to the Abacoa POA, that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XI
INSURANCE

1. Common Area Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements, personal property and supplies, if any, from casualty losses, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.
- A. Casualty Insurance Exclusions. The coverages for casualty losses will EXCLUDE the following:
- i. Land, foundations, excavations or other items that are usually excluded from insurance coverage; and
 - ii. Floor, wall, and ceiling coverings.
- B. Casualty Insurance Inclusions. The coverage for casualty losses will INCLUDE, where applicable, the following:
- i. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
 - ii. All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

- iii. Agreed Amount and Inflation Guard Endorsement, when it can be obtained;
- iv. Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;
- v. Steam Boiler Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location; and
- vi. A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and assigns.

C. Policy Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

- i. Subrogation against the Association and against the owners, individually and as a group;
- ii. The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- iii. Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

D. Other Provisions. In addition, the policy shall provide that:

- i. Any Insurance Trust Agreement will be recognized;
- ii. The policy shall be primary, even if an owner has other insurance that covers the same loss; and
- iii. The named insured shall be the Association for the use and benefit of the Unit Owners. The "loss payable" clause should show said Association or the designated insurance trustee as the trustee for each Owner and each owner's mortgagee.

2. Unit Insurance. Each Unit Owner shall maintain a policy or policies to insure his or her Unit from all casualty losses.

3. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances, Common Area improvements which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board of Directors, with approval of the oldest unsatisfied mortgagee having an effective lien thereon, shall make the determination to repair or reconstruct. The adjoining owner shall be bound by this determination. If a Unit is damaged by a casualty the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specification of the Unit. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment power and lien rights of the Association for Association Expenses.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the General Plan of Development is maintained by requiring damaged Units to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, and in an event, according to plans and specifications approved by the ACC. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Common Areas, for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for payment of the costs are insufficient assessments shall be made by the Association against all owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as an Association Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Unit shall be assessed to such Unit Owner.

4. Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from

actions related to employment contracts in which the Association is a party. All such policies will name the Association (and the Developer until the Transfer Date), as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

5. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds (or insurance) shall meet the following requirements.
 - A. Association as Obligee. All such fidelity insurance or bonds shall name the Association as an obligee; and
 - B. Amount of Insurance. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association; and
 - C. Waivers. Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression; and
 - D. Notice of Cancellation. Such insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.
6. Flood Insurance. If any part of the Common Areas are in a special flood hazard area, and are insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any Common Area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance Program.
7. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.
8. Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for Owners covered by the policy without naming them, and shall include Institutional Mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

9. Premiums. Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because a Unit or its appurtenances is misused or abandoned then the Owner of such Unit is liable for the amount of such increase. The Association will furnish evidence of premium payment to each mortgagee upon request.
10. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the Unit Owners and their mortgagees in the following shares:
- A. Share of Proceeds. An undivided share for each Unit Owner, that share being the same as such Owner's undivided share in the Association Expenses.
- B. Mortgagees. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and such Owner, as their interests may appear; however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any such Unit shall be reconstructed or repaired, and unless provided by the terms of the mortgage, no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the Owner and the mortgagee.
11. First Mortgagees. This Article is additionally for the benefit of first mortgagees of Units and may not be amended without the consent of all such mortgagees.
12. Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least 10 days before it cancels or substantially changes the coverage.
13. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each mortgagee or other lienor of a Unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XII
ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Architectural Control Committee

("ACC") shall consist of three (3) or more persons appointed by the Board. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC. This Article may not be amended without the Developer's written consent so long as the Developer owns any property subject to this Declaration or subject to annexation to this Declaration.

2. Community-Wide Standard. The ACC shall regulate the external appearance, use, and maintenance of the General Plan of Development and of improvements thereon in such a manner as to comply with and meet the Community-Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. As regards the Developer, or any successor Developer, nothing herein shall give to the ACC the authority to regulate, control or determine external appearance, use or maintenance of property to be developed or under development, or dwellings to be constructed or under construction.

3. General Provisions.

A. Address of ACC. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. Construction Time Limitations. The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required.

C. Defects in Plans, Specifications or Construction of Improvements. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, the Board or the Developer assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

4. Failure to Approve. In the event the ACC fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, if any, approval will be deemed granted.

5. Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision by a majority vote of the Directors. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed

a decision in favor of the appellant.

6. Exemption. The NPBCID shall be exempt from the requirement to obtain the approval of the ACC before commencing any management, maintenance, installation, and/or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.

7. Conditions.

A. Definitions. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until the approval of the ACC and the Abacoa POA has been obtained.

B. Approval by ACC. No construction of improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, pressure cleaning, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

C. Additional Plantings. No additional plantings shall be permitted on that portion of any Unit which may be maintained by the Association except as may be approved by the Association.

D. Laundry. No clothing, laundry or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by approved screening or fencing.

E. Antennae. No television or other outside antenna system or facility shall be erected or maintained on any Unit to which cable television service is then currently available except with the specific consent of the ACC.

- F. Typical Completion Deadline. Unless specifically excepted by the ACC, all improvements for which an approval of the ACC is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements.
- G. Debris Deposit. No construction shall be commenced unless and until a returnable debris deposit of \$500.00 has been posted by the Unit Owner with the Association. The debris deposit shall be used to correct any damage to the common areas resulting from the construction activity. If no damage is done to the common areas by the construction activity, the debris deposit will be returned to the Unit Owner.
- H. Approval of Community Architect. A "Community Architect" (defined below) has been appointed by the Abacoa Developer. After an Owner has received the approval of the ACC for any improvement, the owner shall apply to the Community Architect for the approval of the Abacoa POA. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place until the approval of the Abacoa POA has been obtained. This provision shall not apply to NPBCID, which shall be exempt from obtaining the approval of the Community Architect before commencing any management, maintenance, installation, and/or construction of public infrastructure improvements pursuant to a NPBCID Plan of Improvements.
8. Variances. The ACC may authorize variances from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variance will not estop the Association from denying a variance in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE XIII
COMMUNITY ARCHITECT

1. Community Architect. It is the intent of the Abacoa Development Company to create a general plan and uniform scheme of development of Abacoa and to create within Abacoa a community of high quality and harmonious Improvements. Accordingly, a Community Architect (the "Community Architect") has been appointed who shall have the powers, duties and responsibilities set forth in the Abacoa Declaration and the Abacoa By-Laws.

2. Improvements. No Improvement (including landscaping) shall be erected, constructed, removed, planted or maintained, including those constructed or to be constructed by Developer, nor shall any addition to or any change, replacement or alteration therein be made on any Unit, Lot, or Common Area until the same shall have been submitted to and approved by the Community Architect, pursuant to the procedures set forth in the Abacoa Declaration.

ARTICLE XIV
ADDITIONAL RESTRICTIONS

1. Abacoa Declaration of Covenants and Restrictions. In addition to all of the covenants, restrictions and provisions contained in this Declaration, the Articles of Incorporation and the By-Laws for the Association, and the Rules and Regulations adopted by the Association, as same may be amended from time to time, the Property shall also be subject to all of the covenants, restrictions and provisions, including without limitation all assessments, and lien rights, contained in the Abacoa Declaration, the articles of incorporation and the by-laws for the Abacoa POA, all rules and regulations adopted by the Abacoa POA, as same may be amended from time to time.
2. Covenants Running With The Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Developer, the Abacoa Development Company, the Association, the Abacoa POA, and the Owners.
3. Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plat of the Property, which plat is recorded or to be recorded in the Public Records of the County.

ARTICLE XV
DEVELOPER'S RIGHTS

1. Developer's Transfer Right. Subject to the approval of Abacoa Development Company, any or all of the special rights and obligations of the Developer may be transferred or assigned to other Persons, provided that the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Public Records of the County. Nothing in this Declaration shall be construed to require Developer or any successor or assign to develop any property other than the property described in Exhibit A.
2. Developer's Sales Offices. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and sales of Units by Developer within any phase of Abacoa shall continue, it shall be expressly

permissible for Developer or Abacoa Realty, Inc. to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Developer or Abacoa Realty, Inc., may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Developer or Abacoa Realty, Inc. shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Developer and any facility which may be owned by the Association, as models and sales offices, respectively.

3. Right of Approval. So long as Developer continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer. Notwithstanding the foregoing, Abacoa Development Company shall have the right to record amendments to the Abacoa Declaration in order to add the Property to the property encumbered thereby, and to add other Properties subsequently encumbered by this Declaration to the property encumbered by the Abacoa Declaration of Covenants and Restrictions, or to otherwise amend the Declaration of Covenants and Restrictions for Abacoa to the extent provided therein.
4. Termination of Developer's Rights. This Article may not be amended without the express written consent of the Developer; provided, however, the rights contained in this Article shall terminate upon the Transfer Date.

ARTICLE XVI
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, or guarantors of institutional mortgages on Units in the Properties.

1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:
 - A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is an institutional mortgage held, insured, or guaranteed by such eligible holder;
 - B. Delinquent Assessments. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any

holder, insurer, or guarantor of an institutional mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

- C. Insurance Lapse. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
 - D. Actions Requiring Consent. Any proposed action which would require the consent of a specified percentage of eligible holders, insurers, or guarantors of institutional mortgages.
2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the Institutional Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:
- A. Common Areas. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection).
 - B. Assessments. Change the method of determining the obligations, assessments, or other charges which may be levied against a Unit.
 - C. Architectural Regulations. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area within its jurisdiction or control. (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)
 - D. Insurance Lapse. Fail to maintain insurance, as required by this Declaration.
 - E. Use of Insurance Proceeds. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge

against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and Institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

3. No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the Institutional Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.
4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.
5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.
6. Failure of Mortgagee to Respond. Any Institutional Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Mortgagee within thirty (30) days of the date of the Association's request.
7. Financial Statements. Any holder of an institutional mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XVII
ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Developer, the Abacoa Development Company, the Association, the Abacoa POA or any Unit Owner may, but shall not be required to, seek enforcement of the Declaration, including, without limitation, enforcement of any breach of, or failure to comply with, any governmental order, regulation, ordinance, permit condition, or other requirement. Any Unit Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Developer, the Association, the Abacoa POA and the Abacoa Development Company from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels

to the prevailing party. In addition, the Association shall be entitled to recover its attorney's fees incurred against an owner who is in violation, regardless of whether a lawsuit has been filed. Such attorney's fees shall be deemed an assessment and collectible in the same manner as an assessment. The failure or refusal of the Developer, the Abacoa Development Company, the Association, the Abacoa POA, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

ARTICLE XVIII
AMENDMENTS

1. Amendment Date. Until the closing of the first conveyance of a Unit by Developer to an Owner, other than Developer, (Amendment Date), any amendment may be made by Developer with consent of the Abacoa POA and any mortgagee who has advanced funds for construction or who is under contract to advance construction funds, if any.
2. Consent of Mortgagee. With the exception of Subsequent Amendments, which may be made at any time; after the Amendment Date, this Declaration may be amended only by consent of fifty-one percent (51%) of all Unit Owners together with the consent of the institutional mortgagee with the highest aggregate mortgage indebtedness on the Units. The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration.
3. Limitation on Amendments. No amendment to the Article entitled "Assessments" or the Article entitled "Enforcement and Establishment of Liens", and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any Owner, the Developer, or any institutional mortgagee under this Declaration without the specific written approval of the Owner, the Developer or institutional mortgagee affected thereby. In addition, any amendment which would affect the Water Management System (Primary) or the Water Management System (Secondary), must have the prior approval of the NPBCID and the South Florida Water Management District.
4. Scrivener's Errors. Prior to the Transfer Date, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board; provided that such amendment is reasonable and does not adversely affect in a material manner an Owner's property rights. Such an amendment shall be signed by the Developer alone and a copy of the amendment shall be furnished to each Owner, the Association, the Abacoa POA, and all institutional mortgagees as soon after recording thereof amongst the public records of the County, as is practicable.
5. Abacoa POA. All amendments both before and after the Transfer Date shall require the prior written approval of the Abacoa POA, and, for so long as the Abacoa Development Company is in control of the Abacoa POA, the Abacoa Development Company

6. Effective Date of Amendments. An amendment to the Declaration shall become effective upon the recordation amongst the public records of the County.

ARTICLE XIX
CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in NewHaven at Abacoa, the sale or lease of Units shall be subject to the following provisions, and shall also be subject to the procedures and provisions governing the sale, lease or other transfer of Units as set forth in Article XI of the Abacoa Declaration of Covenants and Restrictions:

1. Notice to Association. The Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

4. Delinquent Unit Owners. Notwithstanding the provisions above, in the event that an Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

ARTICLE XX
AFFORDABLE HOUSING

1. Affordable Housing Units. The Sixty-four (64) Townhouse Units located in Tract RN7A, ABACOA PLAT NO. 1, as recorded in Plat Book 78 at Page 145 of the public records of Palm Beach County, Florida, are submitted to this Declaration as Affordable Housing Units in accordance with Condition 137 of the DRI Development Order. A restriction shall be inserted in each deed to a designated Affordable Housing Unit to require that the purchaser of such a Unit shall comply with the terms and conditions of the Abacoa Declaration. Each of these Townhouse Units shall remain affordable, in the "moderate" range, as defined by the Town of Jupiter Comprehensive Plan for a period of not less than five (5) years from and after the date each such Townhouse receives its certificate of occupancy. The initial Affordable Housing Unit cost of an Affordable Housing Unit shall be established by the Developer with the consent and agreement of the Town of Jupiter. Thereafter, each subsequent purchaser of an Affordable Housing Unit shall complete an affordability worksheet, and submit same to Abacoa until the conclusion of the five (5) year affordability period.
2. Application to Purchase an Affordable Housing Unit. Any purchaser of an Affordable Housing Unit, other than the initial purchaser from the Developer, shall complete such affordability worksheet and affidavit as are established by the Town of Jupiter, to be maintained by the Association and the Abacoa POA. For a period of five (5) years commencing on March 1 of the year following the year that the initial certificate of occupancy was issued for an Affordable Housing Unit, and continuing annually on March 1 of each year thereafter until a period of five (5) years has transpired between the date that the last Affordable Housing Unit received its certificate of occupancy and March 1 of a subsequent year, the Association and the Abacoa POA shall prepare and forward to the Town of Jupiter Community Development Department a report regarding all conveyances of Affordable Housing Units, and copies of all affordability worksheets and affidavits prepared by any purchaser in connection with such conveyance. The Association and the Abacoa POA shall maintain a separate file on each Affordable Housing Unit containing all approval activity on the Unit for a period of five (5) years from and after the certificate of occupancy for such Affordable Housing Unit.
3. Procedure to Purchase or to Lease an Affordable Housing Unit. All sales and leases of Affordable Housing Units shall be subject to the approval of the Association and the Abacoa POA. The maximum sales price of an Affordable Housing Unit to purchase an Affordable Housing Unit shall be calculated

annually by the Association and the Abacoa POA by completing the Affordable Housing Index Worksheet for Townhomes prepared by the Developer subject to the consent and agreement of the Town of Jupiter. In order to qualify to purchase an Affordable Housing Unit, the prospective purchaser or tenant shall comply with the requirements for conveyances as set forth in this Declaration; shall complete the required affordability worksheet and affidavits; and shall submit such materials to the Association and the Abacoa POA. The prospective seller and purchaser of an Affordable Housing Unit shall also complete and execute affidavits which shall state the true and correct purchase price for the Affordable Housing Unit, and shall deliver same to the Association and the Abacoa POA.

4. Misrepresentations. In all sales of an Affordable Housing Unit, excepting only the initial purchases from the Developer, if the Association, the Abacoa POA, or the Town of Jupiter determine at any time that a purchaser or a seller of an Affordable Housing Unit misrepresented either intentionally or negligently the sales price of an Affordable Housing Unit, then the Association or the Abacoa POA acting on its own, or upon the request of the Town of Jupiter shall have the right to void the transaction. All costs and fees, including without limitation, all attorneys fees whether or not a cause of action be filed, and at all trial and appellate levels which may accrue to the Association, the Abacoa POA or the Town of Jupiter as a result of voiding such a transaction shall be paid by the seller and purchaser, jointly and severally, of the applicable Affordable Housing Unit., If the seller and purchaser, jointly and severally of the applicable Affordable Housing Unit refuse or fail to pay the cost and fees accruing to the Association, the Abacoa POA or the Town of Jupiter in connection with voiding such a transaction, the Association or the Abacoa POA shall have the right to lien the applicable Affordable Housing Unit in an amount equal to such cost and fees accruing to the Association or the Abacoa POA. For the Association, this Assessment and collection of such Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and lien rights of the Association for Default Assessments. For the Abacoa POA, this Assessment and the collection of such Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and liens rights of the Abacoa POA.

ARTICLE XXI
TERMINATION

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Unit Owners, the prior written consent of the Abacoa POA, and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Units.
2. Termination Documents. If this Declaration is terminated in accordance herewith, it is hereby declared by the Developer, and each and every Owner of a Unit by acquiring title to his Unit covenants and agrees, that the termination documents shall require:
 - A. Use of Units. That all Units shall continue to be used subject to the

use restrictions set forth in Article V hereof.

- B. Common Areas. All Common Areas shall be owned and held in equal shares by the Unit Owners as tenants in common, and each Unit owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Areas.
3. Limitation on Termination. The Unit Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the Abacoa POA, the Abacoa Development Company, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension thereof is recorded amongst the Public Records of the County, an instrument signed by at least eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering the Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.
4. Water Management System (Secondary). If the Association is terminated, the Water Management System (Secondary) shall be conveyed to the Abacoa POA, or to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE XXII
MISCELLANEOUS

1. No Waiver. The failure of the Developer, the Association, the Abacoa POA, the Abacoa Development Company, or any Owner to object to an Owner's or another person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.
2. Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.
3. Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be

deemed to mean the corresponding plural form thereof and vice versa.

4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
5. Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.
6. Homeowners Documents. The Association is required to make available to Owners, to Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.
7. Golf Club or Golf Course Membership. The ownership of a Unit does not confer upon the Owner a vested right to use the facilities in any golf club or golf course which may be constructed in Abacoa. Unit Owners shall not have any proprietary interest in any such club. Membership and priority of use in any golf club shall be determined by the membership rules and regulations prevailing for the club, if any, at the time of application. Developer hereby disclaims any representations, warranties or relationship to the club, if any, or to the rules, regulations, or qualifications to join the club.
8. Notice and Disclosure of NPBCID's Units of Development No. 9, 9A, 9B, and 28. NPBCID is responsible for implementing and maintaining certain benefits and infrastructure improvements to real property located within its Units of Development. The Property submitted to this Declaration is located within NPBCID's Units of Development No. 9, 9A, 9B and 28.

This Notice and Disclosure is to inform those individuals or entities owning or purchasing real property within NewHaven at Abacoa as amended from time to time, that the Property will be subject to and the Owners of same will be obligated to pay the NPBCID non-ad valorem assessments that may be levied and assessed by NPBCID against Property Owners. NPBCID's non-ad valorem assessments will be assessed for the purpose of paying such maintenance and debt obligations as has been or will be incurred by NPBCID for the construction and maintenance of public improvements within Units of Development No. 9, 9A, 9B, and 28. NPBCID's non-ad valorem assessment will appear as a separate and distinct line item on the Palm Beach County Tax Collector's annual real estate tax bill and will be required to be paid

directly to the Palm Beach County Tax Collector.

NPBCID has, and will in the future, continue to levy non-ad valorem assessments on the lands located within its Units of Development No. 9 and 9A for the purposes of providing maintenance to the public infrastructure improvements that it has constructed with these two Units of Development, and to repay bond indebtedness that has been incurred for its construction of public infrastructure improvements for Unit of Development No. 9A. In addition, NPBCID may sell additional bonds in order to construct public infrastructure improvements for its Unit of Development No. 9B, in which event, NPBCID will then levy additional non-ad valorem assessments upon taxable lands within Abacoa for repayment of such debt.

- 9. NPBCID Abacoa Management Plan. As part of the NPBCID Plan of Improvements, the NPBCID has created the Abacoa Management Plan, a part of which includes specifications for the management and maintenance of the greenways and areas adjacent thereto in Abacoa. Each Owner of a Lot adjacent to the greenways shall be required to maintain plantings along the edge of their Lot which is adjacent to the greenways, in compliance with the Preserve Edge-Treatment specifications, a copy of which is attached hereto and made a part hereof marked Exhibit "E".

IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for NewHaven at Abacoa has been signed by the Developer and the Association on the day and year first above set forth. The Developer and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

ABACOA HOMES, INC.

(Corporate Seal)

By: _____
William E. Shannon, V.P.

NEWHAVEN AT ABACOA
HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

By: _____
Robert S. Kairalla, V.P.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 1997 by William E. Shannon, Vice President of ABACOA HOMES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Notary Public
Name: _____
My Commission # _____
Expiration date: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 1997 by Robert S. Kairalla, Vice President of NEWHAVEN AT ABACOA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Notary Public
Name: _____
My Commission # _____
Expiration date: _____

JOINDER OF ASSOCIATION

ABACOA PROPERTY OWNERS ASSEMBLY, INC., a Florida not for profit corporation, hereby joins in this Declaration of Covenants and Restrictions for NewHaven at Abacoa, in accordance with the requirements of the Abacoa Declaration. This Joinder shall not be deemed a waiver of any approval rights given to the Abacoa POA under the Abacoa Declaration or any of the terms or provisions of the Abacoa Declaration.

Signed, sealed and
delivered in the presence of:

ABACOA PROPERTY OWNERS
ASSEMBLY, INC., a Florida
not for profit corporation

By: _____
Its: ___ President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by the President of Abacoa Property Owners Assembly, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification.

(Notarial Seal)

Notary Public
Name: _____
My Commission # _____
Expiration date: _____

JOINDER OF ABACOA DEVELOPER

ABACOA DEVELOPMENT COMPANY, a Delaware corporation, hereby joins in this Declaration of Covenants and Restrictions for NewHaven at Abacoa, in accordance with the requirements of the Abacoa Declaration. This Joinder shall not be deemed a waiver of any approval rights given to the Abacoa POA under the Abacoa Declaration or any of the terms or provisions of the Abacoa Declaration.

Signed, sealed and
delivered in the presence of:

ABACOA DEVELOPMENT COMPANY
a Florida corporation

By: _____
Its: ___ President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by the President of Abacoa Development Company, a Delaware corporation, on behalf of the corporation. He is personally known to me, or has produced _____ as identification.

(Notarial Seal)

Notary Public
Name: _____
My Commission # _____
Expiration date: _____

MORTGAGEE JOINDER

Fidelity Federal Savings Bank of Florida, as holder of that certain mortgage recorded in Official Record Book Page Public Records of Palm Beach County, Florida ("Mortgage") hereby Joins in this Declaration for the sole purpose of consenting to the terms hereof and for purpose of subordinating the Mortgage to the terms of the Declaration. The subordination of the Mortgage shall not apply to the following matters: (1) Upon foreclosure of the Mortgage or upon acquisition by Fidelity Federal Savings Bank of Florida of any interest of Abacoa Homes, Inc. in the Property, Fidelity Federal Savings Bank of Florida shall be entitled to exercise all rights granted to the "Developer" under the Declaration; and (2) No amendments shall be made to the Declaration without the prior written consent of Fidelity Federal Savings Bank of Florida until the Mortgage is satisfied of record.

Signed, sealed and
delivered in the presence of:

FIDELITY FEDERAL SAVINGS
BANK OF FLORIDA

By: _____
Its: ___ President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this ____ day of ____, 1997, by ____ the ____ President of Fidelity Federal Savings Bank of Florida, a Florida corporation, on behalf of the corporation. He is personally known to me, or has produced ____ as identification.

(Notarial Seal)

Notary Public
Name: _____
My Commission # _____
Expiration date: ____

EXHIBIT A

NEWHAVEN -7A AT ABACOA P.U.D., according to the Plat thereof, recorded in Plat Book ____, Pages _____, Public Records of Palm Beach County, Florida.

EXHIBIT A

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