

**AMENDMENTS TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS AND THE BY-LAWS FOR NORTH FORK**

The original Declaration of Covenants and Restrictions for North Fork is recorded in Official Records Book 6212 Page 1013 of the Public Records of Palm Beach County, Florida. The amendments described below, will be recorded as well.

**AMENDMENTS TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS, EFF. 1/99***

New wording is in *italics*.

ARTICLE III of the Declaration of Covenants and Restrictions has been amended as follows:

MEMBERSHIP AND VOTING RIGHTS

4. Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association or any right, interest or privilege which may be transferable or which shall continue after his membership ceases or while he is not in good standing. A member shall be considered not in good standing during any period of time in which he is delinquent of any *general assessment for a period in excess of 90 days*. *Membership rights may further be suspended where a member is in violation of any provision of this Declaration, the Articles of Incorporation or the By-Laws to the extent the suspension of a member's rights is provided for therein* . While not in good standing the member shall not be entitled to vote or exercise any other right or privilege of a member of the Association.

ARTICLE IV of the Declaration of Covenants and Restrictions has been amended as follows:

ASSOCIATION PROPERTY AND COMMON PROPERTY

9. Continual Maintenance. In the event of a dissolution of the Association, the owners shall immediately thereupon hold title to the Common Property and Association Property as tenants in common, and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the *Town of Jupiter* . In no event shall the *Town of Jupiter* be obligated to accept any dedication offered to it by the owners or the Association pursuant to this section, but the *Town of Jupiter* may accept such dedication, and any acceptance by the *Town of Jupiter* must be made by formal resolution of the then empowered *Town Council* .

ARTICLE VII of the Declaration of Covenants and Restrictions has been amended as follows:

COVENANTS FOR MAINTENANCE ASSESSMENTS: NORTHERN PALM
BEACH COUNTY WATER CONTROL DISTRICT (NPBCWCD)
UNIT OF DEVELOPMENT

8. Effect of Non-Payment of Assessments; Remedies of the Association. All notices of Assessments from the Association to the members shall designate when the Assessment is due and payable. If any Assessment is not paid *for a period of thirty days from* the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law from the date when due until paid. The Assessment, together with the interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Parcel against which the Assessment is made, and shall also be the continuing personal obligation of the Owner of such Parcel at the time of Assessment. Any successor in title shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments. *As to any Assessment that remains delinquent for a period of thirty days,* the Association shall also *commence the process of* recording a Claim of Lien in the in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the *delinquency* date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel assessed and/or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Association, together with the costs of the action, which shall include appellate costs, if any. Regardless of the date of recordation of any Claim of Lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration.

11. Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

- (a) All property dedicated to, or owned by, the Association.
- (b) All property dedicated to, or owned by, the water management, water control district or other party responsible for the maintenance of the Water Management System.
- (c) Any portion of the property dedicated to *the Town of Jupiter* or to the County.
- (d) Any portion of the property exempted from ad valorem taxation by the laws of the State of Florida.

(e) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE XIII of the Declaration of Covenants and Restrictions has been amended as follows:

INDEMNIFICATION OF DIRECTORS, OFFICER AND MEMBERS
OF THE ARCHITECTURAL REVIEW BOARD

Every Director and Officer of the Association, and member of the Architectural Review Board shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his having been a Director, Officer or member at the time such expenses are incurred, except in such cases where the Director, Officer or member is adjudged guilty *by a court of law duly recognized by the State of Florida* of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or member may be entitled.

AMENDMENTS TO THE BY-LAWS, EFF. 1/99

ARTICLE II of the By-Laws has been amended as follows:

MEMBERS MEETINGS

F. A quorum of the members shall consist of those persons entitled to cast a majority of the votes of the entire membership. A member may join in the action of a meeting by signing the minutes thereof, and such signing shall constitute the presence of such member for the purpose of determining a quorum. The acts approved by a majority of the votes present at a meeting at which a quorum is present *in person or by proxy* shall constitute the acts of the members, except when approval by a greater number of members is required by the *Declaration of Covenants and Restrictions, the Articles of Incorporation* or these By-Laws.

G. If at any meeting of the membership, there shall be less than a quorum present *in person*

or by proxy, the President, and in the absence of the President, then the majority of those present, may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. In case of the adjournment of a meeting, notice to the members of such adjournment shall be determined by the President or in his absence by the majority of the members present.

I. Voting.

1. In any meeting of members, the Owners of each Parcel shall be entitled to cast one vote as the Owner of a Parcel unless the decision to be made is elsewhere required to be determined in another manner.

2. If a Parcel is owned by one person, his right to vote shall be established by the record title to his Parcel. If a Parcel is owned by more than one person, or is under lease, *the vote for such Parcel shall be exercised as the Owners among themselves determine, provided however, that in no event shall more than one vote be cast with respect to each Parcel.* If a Parcel is owned by other than a natural person or persons, the person entitled to cast the vote for the Parcel shall be the person designated by a certificate signed by a person duly authorized to sign such a certificate and filed with the Secretary of the Association. *In the case of a corporation, the certificate shall be signed by the President or Vice-President. In the case of a Trust, the certificate shall be signed by a Trustee possessing powers to sign such a certificate. In the case of a partnership, the certificate shall be signed by a general or managing partner.* Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Parcel concerned. A certificate designating the person entitled to cast the vote of the Parcel may be revoked by any owner of a Parcel.

ARTICLE VI of the By-Laws has been amended as follows:

FISCAL MANAGEMENT

D. If a member shall be *delinquent* in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member and the unpaid balance of the assessment shall come due *thirty (30) days following the delinquency date.*

ARTICLE II(F) of the By-Laws has been amended as follows:

MEMBERS' MEETINGS

F. A quorum of the members shall consist of those persons entitled to cast *thirty percent (30%)* of the votes of the entire membership. A member may join in the action of a meeting by

signing the minutes thereof, and such signing shall constitute the presence of such member for the purpose of determining a quorum. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

NORTH FORK

ARTICLE I

DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the North Fork Property Owners' Association, Inc.

2. "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

3. "Assessment" shall mean and refer to those charges made by the Association from time to time against each parcel within the Property for the purposes and subject to the terms set forth herein.

4. "Association" shall mean and refer to North Fork Property Owners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

5. "Association Property" shall mean and refer to all real and personal property transferred to the Association for the benefit of all owners.

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

7. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

8. "Common Property" or "Common Area" shall mean and refer to those areas of land which are intended to be devoted to the common use and enjoyment, and which are identified and dedicated to the Association as common property, on any recorded subdivision plat of the property. "Common Area" shall specifically include but not be limited to the Surface Water Management System, wetlands and buffer zones hereinafter known as "Conservation Areas".

9. "County" shall mean and refer to Palm Beach County, Florida.

10. "Declaration" shall mean the covenants, conditions, restrictions, easements and all other terms set forth in this document; and as may be amended from time to time.

11. "Design Guidelines" shall mean the design standards established by Developer and the ARB to provide for the harmonious construction of residential units at North Fork which are attached hereto as Exhibit B.

12. "Developer" shall mean and refer to NORTH FORK DEVELOPMENT, LTD., a Florida Limited Partnership, its successors and assigns, or with any successor or assign to all or substantially all of their interests in the development of the Property.

13. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Property as such may be amended from time to time, subject to approval of the governmental agencies involved.

14. "Improvements" shall mean and refer to all structures of any kind including, without limitation but not necessarily limited to, any building, fence, wall, sign, mailbox, newspaper box, shutters, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, basketball backboard, platform, doghouse, playhouse, swimming pool, tennis court, landscaping, or landscape device or object.

15. "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, savings and loan association, insurance company, union pension fund, FNMA, mortgage company approved by Developer, an agency of the United States Government or Developer, which holds a first mortgage of public record on any portion of the property and the holder of any mortgage of public record given or assumed by the Developer, whether a first mortgage or otherwise.

16. "Lot" shall mean and refer to any plot of land shown as a lot on any recorded subdivision plat of the Property together with any Improvements located thereon.

17. "North Fork" shall mean and refer to the Property and all Improvements and developments therein.

18. "Parcel" shall mean and refer to any parcel of real property located within the Property which is intended for single-family residential use.

19. "Property" shall mean all of the real and personal property subject to this Declaration.

20. "Rules and Regulations" shall mean the rules, regulations and policies which may be adopted by the Board from time to time by resolution duly made and carried.

21. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the Common Area to the Association. The Transfer Date shall occur not later than thirty (30) days after the date

of the closing of the last residential unit to be sold by the Developer in North Fork.

22. "Water Management System" and "Water Management Plan" shall mean and refer to those lakes, canals and other facilities created and used for drainage of the Property.

23. "Owner" shall mean the record title holder to a parcel.

24. The use of gender is deemed to include all genders. The use of singular includes the plural and the use of the plural includes the singular.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO: ANNEXATION

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and more particularly described in Exhibit A.

2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

(a) Additions. Additional lands may be annexed to the existing Property upon approval of the Association pursuant to a majority of votes of the owners who are voting in person or by proxy, at a regular meeting of the Association or a meeting duly called for this purpose.

The additions authorized under subsection (a) shall be made by the filing of a record of one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property and by filing with the Association a General Plan of Development for the proposed additions.

(b) Mergers. Upon a merger or consolidation of another association with the Association, its Properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing Property, except as hereinafter provided.

3. Annexation. The Association shall have the right to annex such additional properties into the Town of Jupiter, upon approval of at least

fifty-one percent (51%) of the votes of the entire membership of the Association in person or by proxy at a regular meeting or a meeting duly called for this purpose.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject under covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All members of the North Fork Property Owners' Association shall be governed and controlled by the Articles of Incorporation and the By-Laws thereof.

2. Voting Rights. The Association shall have one class of voting membership. Each member shall be entitled to one vote for each Parcel owned by such member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by the member in such manner as may be provided in the By-Laws of the Association. Any member who owns more than one Parcel shall be entitled to exercise or cast one vote for each such Parcel. When more than one person holds the ownership interest required for membership, all such persons shall be members of the Association, and the vote for such Parcel shall be exercised as they among themselves determine. Provided, however, that in no event shall more than one vote be cast with respect to each Parcel. Where a Parcel is owned by other than a natural person or persons the owners shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner. In absence of such designation the Owner shall not be entitled to vote on any matters coming before the membership.

3. Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however that no such amendment shall conflict with the terms of this Declaration.

4. Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association or any right, interest or privilege which may be transferable or which shall continue after his membership ceases or while he is not in good standing. A member shall be considered not in good standing during any period of time in which he is delinquent of any assessment as hereinafter provided; or, in violation of any provision of this Declaration or any rules or regulations promulgated by the Association. While not in good standing the member shall not be entitled to vote or exercise any other right or privilege of a member of the Association.

ARTICLE IV

ASSOCIATION PROPERTY AND COMMON PROPERTY

1. Obligation of the Association. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

2. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment in the Common Area.

3. Extent of Members' Easement. The members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area.

(b) The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or any promulgated rules and regulations.

(c) The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purpose of improvements or repairs to Association land or facilities pursuant to approval of the members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

(d) The right of the Association to dedicate or transfer all or part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

(f) Restrictions contained on any plat or filed separately with respect to all or any portion of the Property.

(g) All of the provisions of this Declaration and the Articles of Incorporation and the By-Laws of the Association.

4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests

subject to such general regulations as may be established from time to time by the Association and included in the Rules and Regulations.

5. Rules and Regulations Governing Use of Association Property and Common Property. The Association through its Board of Directors shall regulate the use of the Association Property and Common Property by its members, and may from time to time promulgate such rules and regulations consistent with this Declaration governing the use thereof as it may deem in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Association at the Association office or such reasonably accessible location as is designated by the Board. Such rules and regulations may be enforced by legal or equitable action.

6. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an owner or any part of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

7. [Deleted].

8. Association Maintenance of Property. The Association shall either by virtue of an appointment of a real estate management agent or through its own personnel, be responsible for the maintenance and repair of the Association Property, the Common Property, and Limited Common Property (except as otherwise set forth herein). Developer, its affiliates, subsidiaries, successors and/or assigns may be the management agent, and nothing shall be deemed to invalidate any management agreement between the Association and the Developer or its affiliates or subsidiaries for the reason that at the time of entering into the management agreement the employees, Officers or agents of Developer or its affiliates or subsidiaries are the Officers and/or Directors or employees of the Association.

9. Continual Maintenance. In the event of a dissolution of the Association, the owners shall immediately thereupon hold title to the Common Property and Association Property as tenants in common, and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the County. In no event shall the County be obligated to accept any dedication offered to it by the owners or the Association pursuant to this section, but the County may accept such dedication, and any acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners.

10. Conservation Areas. The conservation areas are hereby declared common areas, they shall be the perpetual responsibility of the association and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to, construction or

placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction's of trees, shrubs, or other vegetation-with the exception of exotic vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation and preservation. remembers of his family, such Owner does hereby authorize

11. [Deleted].

12. Lots One (1) through thirty-seven (37). Lots one (1) through thirty-seven (37) which are located on Georgian Circle, North River Drive West and Renaissance Circle shall be a private gated community within North Fork. The recreational amenities located within that portion of the Community, shall be restricted for the use of the residents therein. The Association shall adopt an operating budget for Lots one (1) through thirty-seven (37) and a separate operating budget for the balance of the lots in North Fork.

ARTICLE VI

EASEMENTS

1. Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

(a) Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Cable Television facilities may be installed in these utility easement areas. Within utility easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by developer), which may interfere with such installation and maintenance or which may obstruct or retard the flow of water through drainage channels. The Association and its assigns are hereby granted access to all easements in which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

(b) Easements for the installation and maintenance of drainage facilities granted to the Association as shown on the recorded subdivision plat of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by Developer), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and its assigns shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district, or with any other party.

(c) Easements are hereby granted throughout the Property to the Association for the purpose of access to all Property dedicated to the Association on the recorded subdivisions plat of the Property.

(d) Easements are hereby reserved throughout the Property by the Association, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with the installation, supply and maintenance of facilities for the common area.

2. Restriction on Additional Easements. No owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS; NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT (NPBCWCD) UNIT OF DEVELOPMENT.

1. Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect assessments as hereinafter set forth.

2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, and (3) annual or special assessments or charges, such assessments to be established and collected as hereinafter provided.

3. General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property, the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association, the Association Property and the Common Property; property taxes and assessments against the Association Property and the Common Property; insurance coverage for the Association Property and the Common Property; public liability insurance; legal and accounting fees; maintenance of the Water Management System and roadways dedicated to the Association; management fees; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the members or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for the management, maintenance, repair, operation and enforcement.

4. Basis and Collection of General Assessments. The Association shall annually estimate the common Expenses it expects to incur and the period of time involved therein and shall assess its members sufficient monies to meet this estimate. The annual assessment is due and owing on the first day of the calendar year. Members may pay the assessment on a quarterly basis. Invoices for quarterly payments are sent to members as a courtesy and a member's

failure to receive such invoice does not relieve that member of his obligation to pay the assessment. Each parcel shall be assessed at a uniform rate, to be determined by the Association, so that all parcels subject to a general assessment shall be assessed equally. Should the Association at any time determine that the assessments made are insufficient to pay the expenses, or in the event of emergency, the Board of directors shall have authority to levy and collect additional General Assessments to meet such needs. All Property administered by the Association shall be assessed annually. The allocations shall be as set forth in the budget established each year by the Association. Notwithstanding any of the provisions herein regarding time for payment of annual assessments, any member who rents or leases a parcel to another shall pay to the Association the entire general assessment that will come due over the lease term, or an amount equal to one full annual assessment, whichever is less, at the start of the lease period.

5. Special Assessments. The Association shall have the power and authority to levy and collect a Special Assessment from each Owner for payment of the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer of the Association and each member of the A.R.B. All Special Assessments shall be at a uniform amount for each Parcel assessed, regardless of whether a particular Special Assessment affects all Parcel Owners or a particular Parcel. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a Special Assessment should exceed FIVE HUNDRED DOLLARS (500.00) per Parcel, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one per cent (51%) of the members present in person or by proxy.

6. Emergency Special Assessments. The Association may levy an Emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger or damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacement. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires, and roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

7. Individual Assessments. The Association shall have the power and authority to levy and collect an Individual Assessment against a particular Parcel for the cost of maintenance, repairs or replacements within or without the Parcel, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association

shall have a right of entry onto each Parcel to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administrative fee charged by the Association in an amount to be determined from time to time by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine.

8. Effect of Non-Payment of Assessments; Remedies of the Association.

All notices of Assessments from the Association to the members shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Parcel against which the Assessment is made, and shall also be the continuing personal obligation of the Owner of such Parcel at the time of Assessment. Any successor in title shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments. The Association shall also record a Claim of Lien in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel assessed and/or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Association, together with the costs of the action, which shall include appellate costs, if any. Regardless of the date of recordation of any Claim of Lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration.

9. Liability of Institutional Mortgagees. In the event that the holder of an Institutional First Mortgage obtains title to any property subject to assessment by the Association, as a result of foreclosure of the first mortgage, the Institutional Mortgagee, its successors and assigns, shall not be liable for assessments pertaining to such property applicable to the time prior to acquisition of title as a result of the foreclosure unless such assessment is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid assessments shall be deemed to be common assessments, collectively from all members of the Association, including such acquirer, his successors and assigns. The Institutional First Mortgagee, however, shall not be excused for the payment of assessments coming due during the period of its ownership of the property, whether or not such property is occupied, nor shall the property be relieved from the lien of such assessment.

10. Certificate of Assessments. The Association shall prepare a roster of the Parcels and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all members. At

the request of a Parcel Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the member's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

11. Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

- (a) All property dedicated to, or owned by, the Association.
- (b) All property dedicated to, or owned by, the water management, water control district or other party responsible for the maintenance of the Water Management System.
- (c) Any portion of the property dedicated to the County.
- (d) Any portion of the property exempted from ad valorem taxation by the laws of the State of Florida.
- (e) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

12. Northern Palm Beach County Water Control, District (NPBCWCD or the "District") Unit of Development Number 29. By agreement dated November 1988, Developer and NPBCWCD created Unit of Development Number 29. Such unit of development created a Water Management Plan which NPBCWCD shall design, construct, supervise, maintain and finance through public financing. Taxes will be levied by Palm Beach County on all of the Lots at North Fork to pay the costs of providing for perpetual maintenance of the Water Management Plan and retiring the public financing. Such tax will be the annual responsibility of each lot owner.

(a) There are certain properties which have been dedicated to the District in the Plat of North Fork and are known as the Preservation Area. The Association, the District and South Florida Water Management District shall have equal and independent rights to enforce any and all of the covenants and restrictions set forth in this Declaration which apply to or are designed to protect the Preservation Area. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots which violate any of the provisions of this Declaration, to enforce any liens created by these covenants. Failure by the Association, the District, the South Florida Water Management District, or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter nor shall such failure to so enforce create any liability on the part of the Association, the District or the South Florida Water Management District. In any action or proceeding under this

Section, the Association, the District, and the South Florida Water Management District, if the prevailing party, shall be entitled to recover its costs and reasonable attorney's fees, including attorney's fees on appeal.

(b) Pursuant to a Surface Water Management Plan approved by the District, the Surface Water Management system described in such plan (the "SWMS") shall be owned and maintained by the District.

(c) It is the responsibility of the Association to operate and maintain the SWMS, provide aquatic weed control and conduct water quality monitoring in accordance with District requirements until January 1 of the year after which the District has collected sufficient tax revenues to assume such operation and maintenance of the SWMS.

(d) The Association shall assess the membership for the cost of operating and maintaining the SWMS until the time specified in subsection c above, and such operation and maintenance.

(e) The real property subject to this Declaration other than property owned by or dedicated to the District, shall be subject to the District's special drainage tax. Each Lot Owner, and the Association as to the Common Areas, will be assessed an annual tax which is levied by the District for the operation, maintenance, and debt service of the approved SWMS. The tax rate is subject to change from tax year to tax year, depending on the annual budget and District requirements for the maintenance of and improvements to the SWMS, of which the Property is a part. This tax will appear on the annual real estate tax bill of each Lot Owner and the Association as to the Common Areas as a separate and distinct tax and shall be paid directly to the Palm Beach County Tax Collector. The tax levied against the Association shall be an expense of the Association payable in the same manner as other association expenses.

Upon the conveyance of a Lot from Declarant to a Lot Owner, the District tax for such Lot shall be prorated, with due allowance made for the maximum allowable discount. The District tax shall be prorated based on the District's fiscal year (presently October 1 through September 30), notwithstanding that the tax bill for such period is rendered on or about each November, with the result that the Lot Owner will reimburse Declarant for any pre-payments made for the District tax.

(f) In the event the Association owns any drainage facilities which are not conveyed to the District, the Association shall operate and maintain such drainage facilities, including aquatic weed control, at its expense.

13. [Deleted].

14. Lots one (1) through thirty-seven (37).

Lots one (1) through thirty-seven (37) which are located on Georgian Circle, North River Drive West and Renaissance Circle shall be a private gated community within North Fork. The recreational amenities located within that portion of the Community, shall be restricted for the use of the residents therein. The Association shall adopt an operating

budget for Lots one (1) through thirty-seven (37) and a separate operating budget for the balance of the lots in North Fork.

ARTICLE VIII

MAINTENANCE OF PROPERTY

1. Association Responsibilities. The Association shall be responsible for maintenance of the Association Property and the Common Property. In the event that any Owner fails to properly maintain his property, including the exterior of any Improvement, the Association shall have the right to make any repairs, replacements, or other maintenance as it deems necessary. In such event, the Association shall have the right to individually assess the Owner involved for all costs incurred in making such repairs, replacements, or other maintenance.

2. Parcel Owner Responsibilities. All Parcels shall be maintained in a neat and attractive manner. No weeds, underbrush, or unsightly growth shall be permitted to grow or remain upon any part of the Parcel. All grass clippings, trimmings and other items must be removed from the Property and not placed on any adjacent property. Each Lot Owner shall maintain the exterior of any Improvement on his Lot in a well-maintained condition so as not to be detrimental to the other Owners. Failure of a Lot Owner to properly maintain his Lot, including the landscaping and any improvements, may result in the Association exercising the authority granted it under Article VII, Section 7 of this Declaration. The expense of any maintenance, repair or construction of any portion of the Association Property or the Common Property necessitated by the negligent or willful acts of a Parcel Owner, or his invitees, licensees, family or guests shall be borne solely by such Owner and his Parcel shall be subject to an Individual Assessment for such expense.

ARTICLE IX

ARCHITECTURAL CONTROLS

1. Architectural Review and Approval. It is the intent of the Association to create and maintain upon the Property a residential community of high quality and harmonious Improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration be made to any improvements unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Review Board of the Association. All such plans and specifications shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography, and as to conformity with the architectural standards contained herein and as otherwise established by the A.R.B. In the exercise of its power and the performance of its duties, the A.R.B. shall give due consideration to the characteristics of the community as a residential community of high standards, quality and beauty, and the ability of any

proposed improvement to harmonize with that concept. The A.R.B. shall be permitted to employ aesthetic values in making its determination.

2. Architectural Review Board. An Architectural Review Board consisting of not less than three (3) and no more than seven (7) members shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. Only one member from each household shall be entitled to be on the A.R.B. at any given time. All members of the A.R.B. must be members of the Association and shall be appointed by the Board of Directors of the North Fork Property Owners' Association, Inc.

3. Powers and Duties of the Architectural Review Board. The A.R.B. shall have the following powers and duties:

(a) To establish the criteria to be followed when seeking any approval from the Board. This criteria shall be adopted by the A.R.B. and be made available in written form upon request by any Property Owner planning to appear before the Board. By reference herein said criteria, once adopted by the A.R.B., shall be enforceable as part of this Declaration.

(b) To enforce the architectural and landscaping controls established in the Declaration of Restrictive Covenants.

4. Liability for Actions of the Architectural Review Board. Neither the Developer, the Directors or Officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner or any other part due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Parcel within the Property agrees, by acquiring title thereto or an interest therein, or by assuming possession thereof, that he shall not bring any action or suit against Developer, the Directors or Officers of the Association, the members of the A.R.B. or their respective agents, in order to recover any damages caused by the actions of the A.R.B. Neither the Developer, the Directors or Officers of the Association, the members of the A.R.B., nor any persons acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvement constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE X

USE OF PROPERTY AND PROTECTIVE COVENANTS

1. Residential Use. All Parcels shall be used only as residential dwellings and for no other purpose. No business or commercial structure may be erected on any Parcel, and no business may be conducted on any Parcel.

2. No Subdividing. No Parcel shall be resubdivided except with the prior written approval of the Association and Palm Beach County.

3. Abandonment. No portion of the property that is required open space may be abandoned or vacated unless the entire plat is vacated.

ARTICLE XI

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions:

1. Authority to Purchase; Named Insured. All insurance policies upon the Common Property and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be an Insurance Trustee designated by the Association individually and as agent for the Association, the members without naming them, and Institutional Mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any such mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the members and Institutional Mortgagees, as their interests may appear. The insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association. Owners may purchase insurance on the individual parcels, as appropriate.

2. Coverage.

(a) Casualty Insurance. All buildings and insurable Improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association.

(b) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association and the members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time; provided that the minimum amount of coverage shall be \$500,000.00 each person, and \$2,000,000.00 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(c) Workmen's Compensation Insurance. The Association shall obtain Workman's Compensation Insurance in order to meet the requirements of law, as necessary.

(d) Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

(e) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

(f) Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against members, the Association and their respective servants, agents and guests.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

4. Shares of Proceeds. The Insurance Trustee shall not be liable for the payment of premiums nor the renewal or the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of the members and Institutional Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Property. Proceeds on account of damage to Common Property or the Association Property shall be an equal undivided share for each member.

(b) Institutional Mortgagees. In the event a mortgagee endorsement has been issued regarding an Improvement, the share of the Parcel Owner shall be held in trust for the Institutional Mortgagee and the Parcel Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged improvement shall be reconstructed or repaired, nor any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Parcel owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the members in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members.

(c) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the members.

(d) Certificate. In making distribution to members, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the members and their respective shares of the distribution.

6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each member and for each Institutional Mortgagee or other lien holder, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the Common Property or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Property. If the damaged improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the members of the Association that it shall not be reconstructed or repaired.

(b) Association Property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property shall be reconstructed, replaced or repaired.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original

buildings; or if not, then according to the plans and specifications approved by the Board of Directors of the Association.

3. Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors requires.

4. Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all members as a Special Assessment. If the proceeds of such Special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special assessments shall be made against the members in sufficient amounts to provide funds for the payment of such costs.

5. Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Special Assessments against members, shall be distributed in payment of such costs in the following manner:

(a) Association. If the total of Special Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-five Thousand Dollars (\$25,000.00) or more, then the sums paid upon such special Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Special Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Special Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-five Thousand Dollars (\$25,000.00)

or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the members.

(4) Certificate. Notwithstanding the provisions of the Declaration, the Insurance Trustee shall not be required to determine whether or not sums paid by the members upon Special Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

6. Equitable Relief. In the event of major damage to or destruction of part of the Common Property or Association Property and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any member shall have the right to petition a court of equity, having jurisdiction in and for the County, for equitable relief.

ARTICLE XIII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND MEMBERS OF THE ARCHITECTURAL CONTROL BOARD

Every Director and Officer of the Association, and member of the Architectural Control Board shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his having been a Director, Officer, or member of the A.R.B., whether or not he is a Director, Officer or member at the time such expenses are incurred, except in such cases where the Director, Officer or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or member may be entitled.

ARTICLE XIV

GENERAL PROVISIONS

1. Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to the Association may be assigned by the Association. After such Assignment, the Association shall be relieved and released of all obligations with respect to such right, power, obligation, easement of estate.

2. Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County; subject, however, to the following provisions:

(a) This Declaration may be amended at any time, upon approval of at least seventy-five percent (75%) of the votes of the entire membership of the Association voting in person or by proxy.

(b) Any amendment to this Declaration which would affect the Water Management Systems, including the water management portions of the Common Property, must have the prior approval of South Florida Water Management District.

(c) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

(d) [Deleted].

(e) [Deleted].

(f) Any amendment to the Declaration which would extend the use of the recreational amenities to the entire North Fork community, requires the approval of at least 75% of the fee simple owners of Lots 1-37.

3. Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy per cent (70%) of the then Owners, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

4. 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 Developer, the Association and the Owners of Parcels within the Property.

5. 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. Enforcement may be sought by the Association or any individual, and should the party seeking enforcement be the prevailing party then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees incurred prior to trial and at all trial and appellate levels. The failure or refusal of the Association or any owner 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. This right of enforcement shall likewise apply to any additional covenants, restrictions, reservations, assessments, liens and other terms and provisions additionally imposed.

6. Notices. Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the address as it appears on the books of the Association of the person who appears as an Owner or member on the records of the Association at the time of such filing.

7. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

8. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.