

BUILDING TEN OF RACQUET CLUB
APARTMENTS AT BONAVENTURE 5
CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

AUGUST 2001

STATEMENT OF PURPOSE

The Rules and Regulations listed herein shall be deemed to be in effect until amended by the Board and shall apply to and be binding upon all Unit Owners. Owners shall at all times comply with these Rules and Regulations and shall see that they are observed and complied with by their families, guests, invitees, lessee and persons over whom they exercise supervision.

1 - CONDOMINIUM UNIT

- 1.1 - A Condominium Unit or Unit, is a part of the Property which is subject to private ownership. Unit Owners shall occupy and use their Unit as a Single Family private dwelling, for themselves and members of his/her family.
- 1.2 - All One Bedroom Units will only be allowed for two (2) persons to reside.
All Two Bedroom Units will only be allowed for four (4) persons to reside.
- 1.3 - Owners may permit Relatives (mother, father, brother, sister, adult son/daughter) to reside in his/her Unit, for a period not to exceed 30 days in any 6 month period. Guests or friends may only reside in a Unit, when the owner is present, and for a period not to exceed 15 days in any 12 month period. Owners must inform the Board of Directors of any Relatives, guests or friends who may occupy the Unit temporary. No person, not named in the Application, may reside in the Unit for a longer period.
- 1.4- Owners and occupants of Units shall exercise extreme care to minimize noise in connection with the use of musical instruments, radios, television sets, loud speakers, noisy appliances, so as not to disturb other Unit occupants. None of the aforementioned devices, shall be played or operated in any Unit between the hours of 11:00 PM and the following 9:00 AM
- 1.5 - Noisy repairs or work in a Unit must be performed between the hours 9:00 AM to 6:00 PM
No noisy repairs may be performed on Sundays.
All work in a Unit must only be done by a Licensed Contractor/Company, with Liability Insurance and Workmen's compensation.
- 1.6 - No Unit owner, Lessee or any other occupant, may alter the physical structure of a Unit, without prior approval of the Board of Directors.
- 1.7 - The Board of Directors and Management Company, have the legal right to enter any Unit in which an emergency exists, or for inspection, maintenance, repair, replacement of any common elements therein or accessible therefrom.
- 1.8 - All Unit owners are responsible for maintaining their Unit in good condition at all times, and also in compliance with all laws, ordinances and regulations of all governmental authorities having jurisdiction over the property.
- 1.9 - Unit owner shall be directly responsible that nothing shall be done or kept in a Unit which will either increase the Association's cost of Insurance or result in the Insurance being cancelled

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2- BALCONIES, WINDOWS AND PATIOS OR ENTRY WAYS

Balconies, Windows and Patios or Entry ways, (hereafter called PATIO), are Limited Common Elements and are subject to the following Rules and Regulations :

- 2.1 – The PATIO cannot be used for storage of any items and shall be kept free and clear of rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.
- 2.2 – The PATIO cannot be enclosed.
Storm shutters may be installed. Prior to asking for the Construction Permit, Unit owner shall submit Specifications of the type, color and installation of the storm shutters, for written approval of the Board of Directors.
- 2.3 – No sign, awning, canopy or similar items shall be affixed to or placed upon the exterior walls of the building. Nothing shall be hung or displayed on the PATIO or outside of the building.
Sheets, plastic coverings and aluminum foil may not be used to cover windows, or glass doors.
- 2.4 – The PATIO wall paint must conform to the buildings exterior color paint.
- 2.5 – Only patio furniture may be used on the PATIO.
- 2.6 – No clothes, sheets, blankets, laundry or any kind of article, shall be hung or exposed on any part of the PATIO or on any part of the exterior of the building.
No rugs or other articles may be dusted from the PATIO of a Unit.
- 2.7 – No cooking shall be permitted on the PATIO.

3 – SALE OR LEASE OF UNITS

- 3.1 – Unit owners who are delinquent in their maintenance fees, assessments or any other monies owed to the Association, will be denied the Sale or Lease Approval.
The Board will initiate Lien and Foreclosure action on any delinquent Unit owner.
- 3.2 – An Application for any Sale or Lease of a Unit must be submitted to the Management Company at least 30 days prior to the effective date of sale or lease.
- 3.3 – Board of Directors Approval must be obtained prior to the consummation of any Sale or Lease. Sale or Leases will be automatically denied, if tenants move in, prior to Approval by the Board, with forfeiting of the Screening fee.
- 3.4 – Only persons named on the Application may reside in the Unit. Others will not be permitted to reside without prior Board Approval with the assumption that it will not exceed the allowed amount of people per Unit.
- 3.5 – A Unit may not be leased for less than 3 months or more than 12 months.
- 3.6 – If a lessee wishes to renew the lease, a Lease Renewal form must be submitted to the Board for Approval, 45 days prior to the expiration of the previous lease.
The Board reserves the right to reject a Lease Renewal.
- 3.7 – An Unit owner or Lessee may not sublet any part of the Unit, at any time.
- 3.8 – The Board of Directors will from time to time, approve an Application package cost and a Screening cost fee for Sale or Lease of Units.
A common element Security Deposit of \$500.00, must be submitted by Lessees.

Initials _____ Initials _____ Initials _____ Initials _____

4 - SWIMMING POOL

The Pool Area is a Common Element of Buildings 8, 9 & 10. Therefore all Unit owners, occupants, tenants and guests living in the Buildings 8, 9 & 10, must comply with the following Rules and Regulations :

NO LIFEGUARD IS ON DUTY. SWIMMING AND STAYING IN THE POOL AREA IS AT YOUR OWN RISK. ASSOCIATION IS NOT LIABLE FOR ANY MISHAP THAT COULD OCCUR IN THE POOL AREA.

- 4.1- The Pool Area will be open every day from 8:00 AM to 8:00 PM, unless it is closed for maintenance or reparation.
- 4.2- Only residents of Buildings 8, 9 & 10 may utilize the Pool facilities. Guests may be invited to the Pool area, in accordance with guests regulations.
- 4.3- It is mandatory to Shower before entering Pool.
- 4.4- No diving nor splashing.
- 4.5- No pets in Pool Area.
- 4.6- Children under 3 years of age, are not permitted in the Pool.
- 4.7- Children under 14 years of age, must be supervised by an adult.
- 4.8- No toys or inflatable rafts in Pool.
- 4.9- No running, playing or bicycling in Pool Area.
- 4.10- Residents and guests, should maintain a low noise level, so there is comfortable atmosphere in which to rest, relax and read.
- 4.11- No glass or hard plastic Containers, are permitted in Pool Area.
- 4.12- Food, Snacks and Drinks are not permitted in Pool Area. Only drinking water is permitted.
- 4.13- Residents are not permitted to enter Units Building in wet condition. Therefore they must be completely dry before entering Lobby.
- 4.14- Pool furniture may not be reserved nor be removed.
- 4.15- Maximum bathing load is 21 persons.

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5 – PARKING LOT

5.1 – Each Unit is entitled to ONE parking space on the LIMITED COMMON ELEMENT.

The Managing agent will notify all unit owners the space assigned to each unit.

5.2 - There are unassigned parking spaces in the COMMON ELEMENTS that shall be subject to the common use and benefit of owners, their guests and invitees.

These spaces are identified as : GUEST - BLDG 10 (white color). The Guest spaces for Building 8 are in Green and the Guest spaces for Building 9 are in Pink.

5.3 – The following vehicles shall not be permitted to be parked or stored in the parking lot :

- ♦ Commercial Vehicles
- ♦ Boats, Boat trailers, House trailers, Motor homes, Campers, Trailers.
- ♦ Trucks, Pick-up trucks of more than 2 Tons.
- ♦ Vans over six seats and / or over six passengers. Closed Cargo Vans.

This parking prohibition shall not apply for temporary parking of trucks and commercial vehicles used for pick-up, delivery and the furnishing of commercial services.

5.4 -- A vehicle which cannot operate on its own power or presenting exterior damage, shall not remain on the property for more than 5 days.

5.5 – No vehicle shall be parked for more than 36 hours in the Common Elements space (Guest).

5.6 – No vehicle repairs shall be made on the property.

5.7 – No vehicle that is not properly licensed, will be permitted on the property.

5.8 – All vehicles must park Front End into the car stop

5.9 – Vehicles shall only be parked in their assigned space. If a vehicle is parked on a space belonging to another Unit, the vehicle will be subject to being towed away. Towing, storing and all related expenses will be paid by vehicle owner.

5.10 -- Each Unit owner will receive an identification decal, colored and numbered, that will have to be positioned inside the car according to instructions. The color of the decal will identify the parking area of the different buildings: Building 10 : Color White, Building 9 : Color Pink, Building 8 : Color Green.

5.11 – The parking lot shall not be used for Roller skating, Skate Boarding, Bicycling and any other motor powered vehicle that is not properly licensed. The parking lot is not a playground to be used as.

5.12 – The Board of Directors will have the authority to impose fines of up to \$ 100.00 per violation of any of the above Rules. Such fine will be imposed to the Unit owner where the violation is originated.

Initials _____ Initials _____ Initials _____ Initials _____

6 - GENERAL

- 6.1 – Emergency EXIT doors at the ends of the First floor corridors must be kept closed at all times. Fire doors at the entrance of the corridors of the First, Second and Third floors must be kept closed at all times.
- 6.2 – It is prohibited to play in Corridors, Lobbies and Stairwells. (Common areas)
- 6.3 – Smoking is not permitted in the Common Areas of the Building.
- 6.4 – No pets are allowed in the Building.
- 6.5 – In order to maintain the cleanliness of the Property, Food and Beverages may not be consumed outside of a Unit.
- 6.6 – Radio, television, telecommunication antennas or any other item shall be affixed to or placed upon the Exterior walls or Roof, or any part thereof, except with the approval of the Board of Directors.
- 6.7 – Any kind of article shall be hung out or exposed on any part of the Building.
- 6.8 – No "For Sale" or "For Rent" signs or any other display or advertising, shall be maintained on any part of the Property or in any Unit.
- 6.9 – Any damage caused by a Unit owner, occupants or his guests, to the Building, grounds, poles, awnings, signs, flooring, walls, trimmings, finishes, tiles, carpeting, stairs, etc., will be the full responsibility of the Unit owner and the Unit Owner shall pay for any and all expenses involved in restoring damaged property to its original new condition.
The Association will contract the reparation work to be done and charge the cost to the Unit owner.
- 6.10 – Unit owners will be the sole responsible for any type of liability caused in his Unit.
- 6.11 – All moves must only be done between 8:00 AM and 6:00 PM, Monday through Saturday.
- 6.12 – If Violations of these Rules and Regulations occur, the Unit owner and/or tenants will be notified and it is incumbent upon the Unit owner to seek compliance of the violation. Failure to obtain compliance within 15 days of notification, the Unit owner will be subject to a \$100.00 fine per day to a maximum of \$1,000.00, plus cost of reparation, if it exists.

Vehicles cannot be backed into parking spaces and must be parked headfirst.

Initials _____ Initials _____ Initials _____ Initials _____

DECLARATION OF RESTRICTIONS

CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, ("DECLARANT"), pursuant to Land Trust Number 5154-1, being the owner of real property situate, lying and being in Broward County, Florida, does by these presents, make, declare and impose upon said real property, the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land or any part, parcel or portion thereof. This Declaration of Restrictions shall be binding upon DECLARANT, its successors and assigns, as well as upon all persons claiming under it, and each and all subsequent purchasers of the Land, their heirs, personal representatives, successors and assigns.

ARTICLE I

PROPERTY SUBJECT TO DECLARATION; ADDITIONS THERETO

1.1 Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions is described below and shall hereinafter be referred to as the "Land":

The entirety of BONAVENTURE, less Tracts 31, 53, 54, 55, 56, 57, 58, 59 and 62, in accordance with the Plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida.

DECLARANT may from time to time bring other land under the provisions hereof by recorded Supplemental Declaration.

ARTICLE II

RESIDENTIAL AREA COVENANTS

2.1 Land Use and Building Type. No portion of the Land shall be used for any purpose other than for the construction of Condominiums, single-family residences, townhouses and multiple-family dwelling units.

2.2 Subdivision of Lots. None of the lots, tracts or parcels contained within the Land shall at any time be divided except as same may be divided by the recording of a plat or a Declaration of Condominium or to accommodate the needs of a Condominium, cooperative or townhouse housing project. (The words "Lots," "Tracts" or "Parcels," as hereinafter used, shall also include Condominium and cooperative housing units, townhouses, apartment house dwellings or single-family homes constructed upon the Land.)

2.3 Easements. Easements for installation and maintenance of utilities and for maintenance of existing lakes and canals as well as those to be created on a portion of the Land are

as may have been heretofore put of record, or as may hereafter be put of record by recorded plat or grant. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities. The easement areas shall be maintained continuously by the owners of the Land being serviced by the utilities, except for a utility installation for which a public authority or utility company is responsible. Any damage caused to pavement, drive-ways, drainage structure, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utilities whose installations or maintenance caused the damage.

2.4 Nuisances. No noxious or offensive activities shall be carried on upon the Land, nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors or the neighborhood.

2.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any of the Land or used on any of the Land at any time as a residence, either temporarily or permanently.

2.6 Signs. No signs of any kind shall be displayed to the public view in or around any single-family residence, townhouse or multiple-family dwelling (whether an apartment house or Condominium Building) except one used to indicate the name or address of a resident, or one sign of not more than five (5) square feet advertising a portion of the Land for sale or for rent, or signs of not more than twenty-five (25) square feet used by a builder to advertise during a construction and sales period.

2.7 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be carried on upon or in the Land or adjacent lakes or waterways, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Land or adjacent lakes and waterways subject to these restrictions.

2.8 Livestock and Poultry. No horses or other animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Land except that dogs, cats or other household pets may be kept upon the Land providing they are not kept, bred or maintained for any commercial purposes.

2.9 Filling and Removing. No Lot, Tract or Parcel shall be increased in size by filling in the water it abuts. The elevation of a Lot, Tract or Parcel shall not be changed so as to materially affect the surface elevation or grade of the adjacent Lots, Tracts or Parcels. No rock, gravel or clay shall be excavated or removed for commercial purposes from any part of the Land.

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2.10 Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Land so long as a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

2.11 Water Supply. No individual water supply system shall be permitted on any of the Land so long as a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

2.12 Visibility at Street Intersections. No obstruction to visibility at street intersections or access easement intersections shall be permitted.

2.13 Trucks and Trailers. In order to maintain the high standards of the Land with respect to residential appearance, no trucks, commercial vehicles or house or boat trailers shall be permitted to be parked or stored on the Land, except during periods of approved construction. This parking prohibition shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and the furnishing of commercial services.

Except as aforescribed, no trucks, trailers or habitable motor vehicles of any nature shall be parked overnight on any Lot, Tract or Parcel, except in an enclosed garage.

2.14 Fences. No fence, wall or other enclosure shall be erected on the Land except as originally installed by the builder, and except for any approved by DECLARANT.

2.15 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any part of the Land except in designated receptacles; provided, however, that the requirements of Broward County for disposal or collection thereof shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2.16 Clotheslines. No clotheslines or drying yards or any other piece of equipment or thing upon which clothes or other articles can be hung or draped for drying purposes shall be erected, used or permitted to remain anywhere on the Land.

2.17 Waterfront Lots. As to all of the Lots, Tracts or Parcels which abut lakes or canals, the following restrictions shall be applicable: (a) No garbage, trash or other refuse shall be deposited in lake or canal waters; (b) the shoreline contours may not be changed without the written approval of DECLARANT; (c) no boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shore without the prior written approval of DECLARANT.

2.18 Use of Waterways, Canals and Lakes. As to all Waterways, Canals and Lakes within or upon the Land, and the use thereof, the following shall be applicable: (a) they shall at all times be subject to the control and governed by the rules and regulations and directions of the West Lauderdale

Water Control District; (b) no garbage, trash or other refuse shall be deposited therein; (c) no power driven boats or water craft (whether propelled by electrical or internal combustion engines) shall be permitted.

2.19 Paint and Landscaping. The paint, coating, stain or other exterior finishing colors on all structures constructed on the Land may be maintained as originally installed but prior written approval by DECLARANT shall be necessary before any exterior finishing color is changed. The landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways and ground elevations shall be maintained as originally installed unless prior written approval for any substantial change is obtained from DECLARANT. After the initial landscaping is in place, there shall be no substantial change or diminution thereof without DECLARANT'S approval.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Land and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

2.20 Architectural Control. No building, wall, sign (referred to in 2.6 hereof) or other structure or improvement of any nature shall be erected, placed or altered on the Land until the construction plans, specifications (including designations for exterior finishes and colors), and a plan showing the location of the structure have been approved in writing by DECLARANT. Each building, wall, sign or other structure or improvement of any nature shall be erected, placed or altered upon the Land only in accordance with the approved construction plans, specifications and plot plan. Approval or lack of approval of construction plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole discretion of DECLARANT seem sufficient. Any change in the exterior appearance of any building, wall, sign or other structure or improvement, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. DECLARANT shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section.

2.21 Care and Appearance of Premises. All structures and landscaping shall be maintained in a neat and attractive manner. Upon an Owner's failure to do so, DECLARANT may in its reasonable judgment and at its option, after giving the Owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as is necessary and have dead trees, shrubs and plants removed. Upon an Owner's failure to maintain the exterior of any structure in good repair, DECLARANT may in its reasonable judgment and at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs in a reasonable and workmanlike manner and improve the appearance of a structure.

2.22 Payment by Owner for Work Performed by DECLARANT; Lien Of DECLARANT. The Owner shall reimburse DECLARANT for the cost of any work performed pursuant to Section 2.21, and to secure such reimbursement DECLARANT shall have a lien upon

his Lot, Tract or Parcel enforceable as herein provided. Upon performing the work herein provided, DECLARANT shall be entitled to file a claim of lien among the Public Records of Broward County, Florida. Said lien shall state the cost of said work and shall contain a description of the real property against which the lien is filed. The lien herein provided shall date from the time that the work is completed but shall not be binding until said lien is recorded against creditors or subsequent purchasers for valuable consideration, without notice. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The amount due and secured by said lien shall bear interest at ten (10%) percent per annum from the date of expenditure, and in any action to collect the monies due or to foreclose the lien, DECLARANT shall be entitled to recover costs and reasonable attorneys' fees.

2.23 Lien of DECLARANT; Subordinate to Institutional Financing. The lien of DECLARANT shall be subordinate and inferior to the lien of any bona fide mortgage encumbering any of the Land provided that such mortgage is held by a recognized institutional lender such as a bank, savings and loan association, insurance company, real estate investment trust or the loan correspondent for any of the foregoing. DECLARANT hereby subordinates any lien created hereby to the lien of such institutional lender. Where the institutional lender or other purchaser (other than an Owner who has failed to properly maintain the landscaping or exterior of any structure) of any part of the Land, attains title as a result of a foreclosure of the institutional mortgage or where the institutional lender accepts a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the advances made by DECLARANT which are chargeable to the former Owner and which became due prior to the acquisition of title as a result of foreclosure or the acceptance of a deed in lieu of foreclosure. Any institutional lender becoming an Owner of an improved or unimproved Lot, Tract or Parcel by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof, shall be excused from the payment of those monies advanced by DECLARANT pursuant to the terms and for the reasons expressed in this Article. However, such institutional lender shall, after its acquisition of title, be required to abide by all of the terms and conditions of this Declaration.

ARTICLE III

SPECIAL PROVISION RELATING TO OWNERS OF REAL PROPERTY IN SADDLE CLUB ESTATES

3.1 Homeowners' Association; Obligation to Join. Included within the legal description set forth in Paragraph 1.1 is a group of sixty-two (62) building lots more commonly referred to as Saddle Club Estates. These lots are zoned and platted for use in connection with the construction of single-family residences. The owners of the Saddle Club lots will have a common interest in security and road maintenance relative to the private streets and roads in the immediate vicinity of their real property. In the event the DECLARANT forms a

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Homeowners' Association for the specific purpose of providing for these needs and services as well as any other common needs and services of lot owners in the Saddle Club Estate area, all owners of lots in the Saddle Club Estate area shall be required to be members of said Homeowners' Association and shall further be required to pay their fair and proportionate share of any assessments made by said Association.

3.2 Minimum Square Footage. No owner of a building lot in the Saddle Club Estates shall be permitted to erect a residence on said lot which contains less than 2,000 interior square feet (not including calculations of square footage for garage areas).

ARTICLE IV

GENERAL PROVISIONS

4.1 Non-Liability of DECLARANT. No claim or cause of action of whatever nature may be asserted against DECLARANT as a result of the performance or the non-performance by DECLARANT of any of its duties, responsibilities, or obligations herein set forth. Any person, firm or other entity who may acquire an interest in the Land shall, by virtue of his having acquired an interest, be deemed to have agreed to and be bound by this provision for exculpation. Any person, firm or other entity who may assert a claim or cause of action as above described, shall be responsible for the payment of all costs, including reasonable attorneys' fees, incurred by DECLARANT in the defense of said claim or cause of action regardless of the result of the litigation.

4.2 Term. These restrictions are to run with the Land and shall be binding on all parties and all persons claiming under them for a period of ninety-nine (99) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Lots, Tracts or Parcels comprising the Land, has been recorded, agreeing to cancel or change these restrictions in whole or in part.

4.3 Enforcement. DECLARANT does herein reserve unto itself the right to make a reasonable determination as to when any Owner of any Lot, Tract or Parcel, subject to this Declaration of Restrictions, is in violation hereof. DECLARANT does herein covenant and agree to reasonably construe this Declaration of Restrictions and its avowed intent and purpose. However, the determination of a violation shall be binding upon the Owner of any Lot, Tract or Parcel and said Owner shall be required to remedy the violation as quickly as possible after receipt of notice of said violation.

Enforcement of this Declaration of 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 to enforce against a Lot, Tract or Parcel, any lien created by this Declaration. Failure by DECLARANT or any Owner of a Lot, Tract or Parcel, to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.4 Severability. Invalidation of any one of these restrictions or any part hereof by judgment or court order shall in no way affect the continuing legal efficacy of any of the other provisions or parts hereof.

4.5 Waiver. DECLARANT may waive, upon application being made to it, any one or more of the foregoing restrictions with respect to a particular condition upon any part of the Land, upon finding that said waiver would not be detrimental to the Land. Any such waiver, (which must be evidenced in writing) shall not be deemed or construed a waiver of any such restrictions with respect to any other part of the Land.

4.6 Intent. It is the intent of DECLARANT herein to establish a reasonable and uniform standard of restrictions for the use and development of the Land. It is the intention of DECLARANT that the implementing of these restrictions shall inure to the equal benefit of all Owners of the Land. DECLARANT does herein covenant for itself, its successors and assigns, to act reasonably and not to unreasonably withhold its consent to the approval of any item listed herein wherein the consent or approval of DECLARANT is required.

The restrictions contained herein are intended to establish a minimum standard of restrictions for the Land. The Land is located within Broward County, Florida. From time to time, the ordinances of Broward County have established restrictions relating to the use of the Land. Where the ordinances of Broward County in connection with the use or maintenance of real property, as they presently exist or as they may hereafter exist, are more restrictive and thereby establish a greater standard for the use or maintenance of the Land, the ordinances of Broward County shall supersede these restrictions and prevail. Where the ordinances of Broward County establish lesser standards and restrictions for the use and maintenance of real property contained within said County, it is the intent of DECLARANT that the restrictions contained herein shall prevail and govern the use and maintenance of the Land.

Further, the restrictions herein contained are not intended to apply to or be binding upon DECLARANT, its successors and assigns, during the period of any construction undertaken by DECLARANT, its successors or assigns, in connection with its development of any tract or portion of the Land.

4.7 Conflicts with Declaration of Condominium. At any time subsequent to the date hereof, if an Owner of a Lot, Tract or Parcel should record a Declaration of Condominium and submit said Lot, Tract or Parcel to Condominium ownership, and if any provision of said Declaration of Condominium should be in conflict herewith, it is the intent of DECLARANT that the provisions of this Declaration of Restrictions shall prevail. If there be no conflict between these instruments, it is DECLARANT'S intention that both instruments shall pertain to and govern the development, use and occupancy of any improvements constructed on any Lot, Tract or Parcel.

4.8 Right of DECLARANT To Modify, Amend or Rescind. DECLARANT does herein reserve the right to modify, amend or rescind this document at any future time. However, no modification, amendment or rescision of this document shall in any way affect the rights of any owner of any part, parcel or

tract contained within the Land who had acquired title to his real property prior to the date of said modification, amendment or recision without first obtaining said owner's written consent to the modification, amendment or recision.

4.9 Execution by DECLARANT; Limitation of Liability. CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, under Land Trust Number 5154-1, executes this Declaration of Restrictions, as Trustee, and by doing so, assumes no personal obligation or responsibility hereunder except only so far as the Trust Property (a portion of which is the Land) shall be applicable to the payment and discharge thereof.

IN WITNESS WHEREOF, CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a National Banking Corporation, under Land Trust Number 5154-1, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 26th day of February, 1975.

DECLARANT

CORPORATE SEAL

CITY NATIONAL BANK OF MIAMI,
AS TRUSTEE, a National Banking
Corporation, under Land Trust
Number 5154-1

/s/ BRUCE B. LITWER
Witness

By: /s/ CLIFFORD L. HORN
CLIFFORD L. HORN
Vice President

/s/ FRANK G. BRIGANCE, JR.
Witness

Attest: /s/ ANTONIO J. SOTO, III
ANTONIO J. SOTO, III
Trust Officer

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared CLIFFORD L. HORN and ANTONIO J. SOTO, III, Vice President and Trust Officer, respectively, of CITY NATIONAL BANK OF MIAMI, AS TRUSTEE, a National Banking Corporation, under Land Trust Number 5154-1, to me known to be the persons who signed the foregoing Declaration of Restrictions as such officers and they severally acknowledged before me that the execution thereof was their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 26th day of February, 1975.

/s/ ANN M. HAYES
Notary Public, State of Florida
at Large

My commission expires:

October 2, 1976

1st Name & Signature _____

82 3rd Name & Signature _____

2nd Name & Signature _____

4th Name & Signature _____