

**ASSIGNMENT AND ASSUMPTION
OF DECLARANT’S RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT’S RIGHTS (this “Assignment and Assumption”) is effective as of the 2nd day of April, 2008, by and between WCI Communities, Inc., a Delaware corporation (“WCI” or “Successor Declarant” as the case may be), successor in interest to Florida National Properties, a Florida corporation (“FNP” or “Declarant” as the case may be) and Ocean Mile Association, Inc., a Florida corporation (“Ocean Mile”), in favor of Knightsbridge Village Homeowners Association, Inc., a Florida not-for-profit corporation (the “Association”).

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

WITNESSETH:

WHEREAS, WCI is the Successor Declarant to that Declaration of Restrictions and Protective Covenants for Knightsbridge Village (the “Declaration”), recorded June 6, 1995, in Official Records Book 23532, at Page 55, of the Public Records of Broward County, Florida; and

WHEREAS, Declarant had also placed against the Knightsbridge Village Community a Master Declaration of Restrictions and Protective Covenants for Parcel “C” Kensington, filed at Official Records Book 21584, Page 623 of the Public Records of Broward County (herein the “Master Declaration”); and

WHEREAS, Association has requested and Successor Declarant has agreed to assign all of its rights, powers and authorities under the Master Declaration as it relates to the Knightsbridge Village Community; and

WHEREAS, the Association is desirous of obtaining the Rights of Successor Declarant; and

WHEREAS, WCI is desirous of assigning the Rights to the Association.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, WCI and the Association hereby agree as follows:

1. The above recitals are true and correct including the recitation of consideration and are incorporated herein by reference.
2. WCI hereby assigns to the Association and the Association hereby accepts all of the rights, powers and authorities of the Declarant set forth in the Master Declaration.
3. The Association accepts this Assignment for and on behalf of owners of Knightsbridge and does waive, release and relinquish WCI and their respective affiliates from any and all claims, demands, rights of action it has or may have against WCI, its affiliates, subsidiaries and their respective directors, shareholders, partners, officers, agents employees, personal representatives, successors, and/or assigns (the "Released Party") jointly and/or severally, concerning, relating to, arising from or growing out of the enforcement and approval duties, powers, rights and obligations under, by and through the Master Declaration from the date of its inception to the date of these presents.
4. Association acknowledges and agrees that the Released Party shall not be liable or responsible for, in any manner whatsoever, the actions (or inactions) of the Association or its successors or assigns.
5. Upon execution, this Assignment and Assumption shall be recorded in the Public Records of Broward County, Florida.
6. This Assignment shall be construed according to the laws of the State of Florida. In the event legal action shall become necessary, venue shall be in Broward County, Florida.
7. Any modification to this Assignment and Assumption shall be in writing, executed by both WCI and the Association, and shall be recorded in the Public Records of Broward County, Florida.

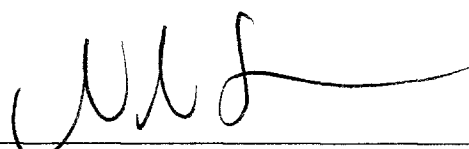
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date written above.

WCI COMMUNITIES, INC., a Delaware corporation

Witnesses:

Ledia Metaj
Print Name: LEDIA METAJ

Mary S Cook
Print Name: Mary S Cook

By: 
Nicole Swartz
Its: Vice President

STATE OF FLORIDA)
) ss:
 COUNTY OF LEE)

The foregoing instrument was acknowledged before me, this 2nd day of April, 2008, by Nicole Swartz, as Vice President of WCI Communities, Inc., a Delaware corporation. She is personally known to me.

My commission expires:



LEDIA METAJ
 Notary Public
LEDIA METAJ
 Printed Name of Notary Public

**KNIGHTSBRIDGE VILLAGE
 ASSOCIATION, INC., a Florida not-for-profit
 corporation**

Witnesses:

Nancy DiMare
 Print Name: Nancy DiMare

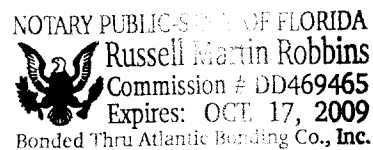
By: Philip A. Jaeger
 Print Name: PHILIP A JAEGER
 Its: PRESIDENT

Russell M. Robbins
 Print Name: Russell M. Robbins

STATE OF FLORIDA)
) ss:
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, this 11th day of April, 2008, by Philip Jaeger, as President of Knightsbridge Village Homeowners Association, Inc., a Florida not-for-profit corporation. He/she is personally known to me or produced their driver's license as identification.

My commission expires:



Russell Martin Robbins
 Notary Public
 Printed Name of Notary Public

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This Instrument Prepared By:

Name: Kenneth Y. Gordon, Esquire
Address: Florida National Properties, Inc.
3300 University Drive
Coral Springs, Florida 33065

\$ 21413.00
DOCU. STAMPS-DEED

93-600196 T#001
12-30-93 01:54PM

RECVD. BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

Return to: Gold Coast Title Company
W/c Harry Binnie

Property Appraisers Parcel Identification (Folio) Number(s):

8108-02-53900

Grantee(s) S.S. #s):

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made and executed the 29th day of December A.D. 1993 by FLORIDA NATIONAL PROPERTIES, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at 3300 University Drive, Coral Springs, Florida 33065, hereinafter called the grantor, to MINTO COMMUNITIES, INC., a Florida corporation, whose address is 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073, hereinafter called the grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz:

Parcel "C", KENSINGTON, according to the plat thereof, as recorded in Plat Book 146 at Page 39 of the Public Records of Broward County, Florida, LESS that portion of said Parcel "C" conveyed to North Springs Improvement District by the Warranty Deed recorded in Official Record Book 21101 at Page 515 of said Public Records.

R.N.P.
12-30-93

Said land being in the City of Coral Springs, Broward County, Florida.

SUBJECT TO: The Declaration of Restrictions and Protective Covenants attached hereto as Exhibit "I" and made a part hereof by reference as if fully set forth hereat.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for taxes for 1994 and all subsequent years; and easements, restrictions, reservations, covenants, limitations and conditions of record, if any.

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST

James P. McGowan, Secretary

FLORIDA NATIONAL PROPERTIES, INC.

Signed, sealed and delivered in the presence of:

Kathleen P. Boe

Name: Kathleen P. Boe

Susan J. Beal

Name: Susan J. Beal

By:

D. L. Vance

D. L. Vance, Vice President

#6
KD

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared D. L. VANCE and JAMES P. MCGOWAN, well known to me to be the Vice President and Secretary, respectively, of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of December, 1993.

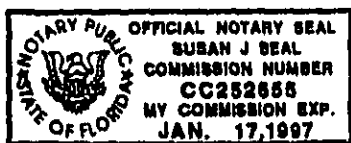
Susan J. Beal

Name: Susan J. Beal

Notary Public

Commission No. CC252655

My Commission Expires:



(Notary Seal)

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THIS INSTRUMENT PREPARED BY/
~~THOMAS J. JAMES JR.~~

D. L. VANCE
FLORIDA NATIONAL PROPERTIES, INC.
3300 UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
PARCEL "C", KENSINGTON

THIS Declaration of Restrictions and Protective Covenants ("Declaration") made as of this 29th day of December, 1993, by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter called DECLARANT;

W I T N E S S E T H:

WHEREAS, DECLARANT, the record owner of the PROPERTY as described herein, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, DECLARANT hereby declares that the following described real property situate, lying and being in the City of Coral Springs, Broward County, Florida, is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth, to wit:

Parcel "C", KENSINGTON, according to the plat thereof, recorded in Plat Book 146 at Page 39 of the Public Records of Broward County, Florida, LESS that portion of said Parcel "C" conveyed to North Springs Improvement District by the Warranty Deed recorded in Official Record Book 21101 at Page 515 of said Public Records.

Said land being in the City of Coral Springs, Broward County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "PROPERTY" shall mean and refer to the real property hereinabove described or any portion thereof.
2. "PROPERTY LINE(S)" shall mean and refer to the perimeter of the real property hereinabove described.
3. "ZERO LOT LINE DWELLING" or "DWELLING" shall mean and refer to a detached one family dwelling unit as defined in the City of Coral Springs Zoning Code.
4. "SITE(S)" shall mean and refer to a ZERO LOT LINE DWELLING site as defined in the City of Coral Springs Zoning Code.
5. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, presently having its principal place of business in Coral Springs, Florida, its successors or assigns, of any or all of its rights under this Declaration.

6. "OWNER(S)" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in the PROPERTY (or any portion thereof), their heirs, legal representatives, successors or assigns.

- A. The property owners' association or condominium association shall be responsible for ensuring the necessary maintenance, repair, and replacement of all common facilities, water management areas, recreation areas and exterior building/DWELLING surfaces; specifically including any water, sewer, irrigation and drainage lines within areas of common maintenance, exterior building/DWELLING surfaces and paved and landscaped areas located outside of enclosed private yards, and shall ensure that all such facilities are maintained to standards that may be required by DECLARANT. The homeowners' association or the condominium association (if the PROPERTY or any portion thereof is submitted to a plan of condominium ownership) shall be deemed an OWNER for payment purposes and the responsibilities of OWNER as those responsibilities pertain to all the obligations mentioned in this Paragraph 6. A.; provided, however, that DECLARANT may, in its sole discretion, also look to an individual unit owner or underlying ground lessor for payments hereunder.

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The PROPERTY may only be used for ZERO LOT LINE DWELLINGS and appurtenant uses in accordance with the restrictions, covenants and servitudes herein declared. No business buildings may be erected on the PROPERTY and no business may be conducted on any part thereof, nor shall any building/DWELLING or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, and contingent upon the OWNER first obtaining the approval of DECLARANT, OWNER may utilize a portion of the PROPERTY for (i) a sales office and/or model units; or (ii) a condominium or homeowners' association business office (in the event the PROPERTY is submitted to a plan of condominium or homeowners' association ownership).

- A. Not more than One Hundred Thirty-Four (134) ZERO LOT LINE DWELLINGS shall be constructed or erected on the PROPERTY.
- B. The PROPERTY shall not be utilized for real estate time sharing, interval ownership or a "time-share plan" of any kind. For the purposes hereof, a "time-share plan" shall be as defined in Section 721.05(28), Florida Statutes (1989).

2. BUILDING SETBACK AREAS. No buildings/DWELLINGS shall be constructed or erected on the PROPERTY within the following building setback areas:

	<u>Building Setbacks</u>	<u>Screen Setbacks</u>
North PROPERTY LINE	One Story: Fifteen (15) Feet	One Story: Fifteen (15) Feet
	- Two Story: Twenty-five (25) Feet	Two Story: Twenty-five (25) Feet
East PROPERTY LINE	One Story: Fifteen (15) Feet	One Story: Fifteen (15) Feet
	- Two Story: Twenty-five (25) Feet	Two Story: Twenty-five (25) Feet
South PROPERTY LINE	Fifteen (15) Feet	Fifteen (15) Feet
West PROPERTY LINE	Thirty-five (35) Feet	Thirty-five (35) Feet

3. HEIGHT. No ZERO LOT LINE DWELLING shall exceed thirty-five (35) feet in height measured from the finished grade of the SITE.

4. MINIMUM DWELLING SIZE. Each ZERO LOT LINE DWELLING erected or constructed on the PROPERTY shall contain a minimum of one thousand four hundred (1,400) square feet of floor area.

- A. The method of determining square foot area of a DWELLING shall be to multiply the inside horizontal dimensions of the DWELLING. Garages, porches, patios, balconies, terraces and storage rooms shall not be taken into account in calculating the minimum square foot area required.

5. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS.

- A. Prior to commencement of any construction, reconstruction or modification of DWELLINGS, buildings or any other improvements or structures, including, without limitation, additions, exterior alterations, pools, spas, hot tubs, fences, walls, patios, terraces or barbecue pits on the PROPERTY, OWNER shall submit to DECLARANT for approval a preliminary site plan (to include all proposed building SITES), floor plans, exterior elevations (to include front, side and rear elevations for each model), exterior materials and color boards, and a preliminary landscape plan (to include all common areas and perimeter landscaping) and exterior lighting plan, in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization for the proposed construction on the PROPERTY.
- B. Final building plans and specifications, and site plan, common area and individual SITE lighting (if any), and final landscape plans (to include typical SITE landscape plans) shall be submitted to DECLARANT for approval prior to commencement of any construction and must be in general conformance with the preliminary plans and specifications as approved by DECLARANT and must be in conformance with applicable zoning codes, ordinances, and this Declaration. All the foregoing plans (found in this Paragraph 5. B.), with the exception of exterior lighting plans, shall be sealed by a registered architect or engineer as the case may be. All electric, telephone, gas or other utility connections shall be installed underground. All accessory structures or uses such as recreational areas, sales center and parking lot, construction trailer location and all signage shall be shown on the final site plan;
- (i) Final building plans and specifications will show separate designations for each DWELLING or building elevation, each DWELLING or building color combination, each exterior material selection, each SITE landscape plan, and each DWELLING floor plan. Once the above designations are approved by DECLARANT and prior to commencement of any construction, reconstruction or modification of DWELLINGS or buildings, the OWNER will proceed on an individual SITE basis by submitting to DECLARANT for each SITE, separate and respective designations for the elevation, color combination, exterior material, SITE landscape plan, floor plan and the OWNER shall also submit to DECLARANT the SITE plan itself showing the respective setbacks. No exterior colors on any DWELLING, building or structure on the PROPERTY shall be permitted that, in the sole judgment of DECLARANT would be inharmonious, discordant or incongruous for the PROPERTY. Any future exterior changes desired by OWNER, including without limitation color, lighting and landscaping, must be first approved by DECLARANT.
- C. Pitched roofs shall have a minimum pitch of 4:12 except that deviation from the minimum pitch may be approved by DECLARANT

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for gambrel and similar type roofs. Pitched roofs shall be constructed of flat or barrel cement or clay tile, split cedar shakes or slate, all as defined by common usage in Broward County, Florida. Cedar shingle and asphalt shingle roofs are not permitted. In the event that some new and attractive material for roofing surfaces is discovered, or invented, DECLARANT may, in its sole discretion, approve the use of such new material. DECLARANT shall have the right and power to approve the roof color(s) for the PROPERTY and upon such approval, OWNER shall only use the roof color(s) approved by DECLARANT. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, whose approval may be withheld. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over forty (40%) percent of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the DWELLING. Notwithstanding the above, a flat roof located elsewhere than to the rear of the DWELLING may be permissible only if approved by DECLARANT.

- D. The required landscaping shall be installed at the time of completion of the DWELLING(S) or building(s) on the PROPERTY, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental regulatory agency. All areas of the PROPERTY not covered by DWELLINGS, buildings, structures, patios, recreational areas or paved parking and service road facilities shall be maintained as landscaped areas.
- E. DECLARANT'S approval or disapproval of plans and specifications, location and site plan may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of DECLARANT. DECLARANT'S approval of plans and specifications shall never be deemed a representation as to the technical sufficiency of the plans and specifications. OWNER shall have full responsibility for the sufficiency of design and structure, and for conformity with the requirements of all regulatory agencies.
- F. No structure or DWELLING of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected on the PROPERTY, except that a temporary construction or sales facility may be permitted by DECLARANT during the construction of DWELLING units on the PROPERTY pursuant to Paragraph 10. of ARTICLE II hereof.
- G. No newspaper or magazine vending machines or "racks" shall be placed on the PROPERTY until the style, design, type, appearance, material, mounting, color and location thereof shall have been approved in writing by DECLARANT prior to installation. DECLARANT shall have the right and power to select a uniform style and/or brand of newspaper and/or magazine vending machines or "racks" for use on the PROPERTY and upon such selection OWNER shall only use the uniform machine or "rack" selected by DECLARANT.
- H. Failure to submit plans and specifications or failure to acquire the approval of DECLARANT as required herein, shall be deemed a material breach of this Declaration. DECLARANT shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith, or a prohibitory injunction to prevent any unapproved structure from being built.

6. LANDSCAPING AND IRRIGATION SYSTEMS.

- A. OWNER shall install and maintain the following landscape areas (as measured at right angles), along with adequate

underground irrigation systems, along the PROPERTY LINES as follows:

North PROPERTY LINE	- Fifteen	(15) Feet (One Story)
	Twenty-five	(25) Feet (Two Story)
East PROPERTY LINE	- Fifteen	(15) Feet (One Story)
	Twenty-five	(25) Feet (Two Story)
South PROPERTY LINE	- Fifteen	(15) Feet
West PROPERTY LINE	- Twenty-five	(25) Feet

- B. In addition to the landscape areas defined above, OWNER shall install and maintain landscaping and underground irrigation systems throughout the parking and service drive areas as shown on the landscape plans approved by DECLARANT pursuant to this Declaration. In addition to the landscaping requirements hereinabove, the DECLARANT has landscaping requirements and the landscape plans for the PROPERTY and each SITE when submitted to DECLARANT for approval must conform to those requirements. All landscape areas (i) shall be maintained by OWNER in good and living condition at all times to the pavement edge of abutting road right-of-ways and to the waterline of abutting canal right-of-ways, if any; and (ii) shall have installed and continuously maintained an adequate irrigation system. "Good and Living Condition" for the landscape areas shall mean the proper irrigation, fertilizing, grooming and trimming of all landscaping thereof, and the replacement of dead, diseased and/or missing landscaping with the landscaping of the same species, height, width, and quality as the remaining landscaping on the landscape areas. All areas not covered by approved DWELLINGS, buildings, structures or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. A rust-free automatic underground irrigation system of sufficient size and capacity to irrigate all landscaping within the PROPERTY or SITE shall be installed and adequately maintained by each OWNER or the homeowners' association or condominium association, if any. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.
- C. Ingress and egress for the PROPERTY shall only be permitted across the PROPERTY LINE landscape area (i) as shown on the site plan approved by DECLARANT pursuant to this Declaration; and (ii) contiguous to Coral Ridge Drive.
- D. DECLARANT hereby reserves for itself, its successors and assigns, easements for the installation and maintenance of public utilities, public service facilities and drainage facilities along, through, in, over and under the PROPERTY LINE landscape area described above; provided, however, DECLARANT, its successors or assigns, as the case may be, shall restore the surface of the easement area, including landscaping and improvements, immediately following installation or repair of any such utility or facility. DECLARANT will cause to be recorded from time to time various declarations of easements setting forth the location and purpose of all said easements under the rights herein reserved.
- E. Failure by OWNER to install and/or maintain the landscaping and irrigation systems as required herein (including required landscaping and irrigation systems for individual SITES), and upon fifteen (15) days after written notice to commence the corrections or improvements as required by DECLARANT, shall be cause for DECLARANT to enter upon the PROPERTY or SITE to install and/or maintain such landscape material and/or irrigation systems and such entry shall not be deemed a

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trespass. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT for payment. Upon failure by OWNER to make such payment within said period DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE, as the case may be, in the Public Records of Broward County, Florida, in order to secure such payment, and other sums, all as hereinafter set forth.

7. PARKING, GARAGES, AND STORAGE AREAS.

- A. A fully enclosed garage designed for storage of at least (i) one (1) automobile shall be required for each DWELLING containing up to a maximum of three (3) bedrooms; and (ii) two (2) automobiles shall be required for each DWELLING containing three (3) bedrooms and a den or four (4) bedrooms or more. No parking garage shall be constructed or erected on a SITE which is separated from a DWELLING. No garage shall be converted into additional living area. Carports shall not be permitted. Repair of vehicles shall be permitted only inside the garage.
- B. Except as permitted by DECLARANT in writing, no unenclosed storage area shall be permitted on the PROPERTY, and no enclosed storage area shall be permitted which is separated from any building(s) or DWELLING(S).
- C. During construction periods, outside storage of construction materials shall be temporarily permitted within fenced locations on the PROPERTY as approved by DECLARANT.

8. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the PROPERTY LINES shall be permitted with a height of more than six (6) feet without approval of DECLARANT. No wall or fence shall be constructed on the PROPERTY until its height, length, type, design, composition, material, color and location shall have been approved by DECLARANT. No wood fencing material shall be permitted. The height of any wall, fence, hedge or shrubbery shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition, material or color shall be resolved by DECLARANT, whose decision shall be final. Approved walls or fences shall require appropriate landscaping. The decision of what constitutes appropriate landscaping shall be made by DECLARANT, whose decision shall be final.

9. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, antenna towers, satellite dishes, flagpoles or electronic devices shall be permitted unless the design and location on the PROPERTY and shielding are first approved by DECLARANT, which approval shall require appropriate landscaping and/or other screening, except in the case of flagpoles. Only one (1) flagpole (for display of the American flag only) per SITE shall be permitted and an approved flagpole shall not be used as an antenna unless first approved by DECLARANT. None of the above mentioned facilities shall exceed a height of thirty-five (35) feet above ground level or the height of any building or DWELLING, whichever is less.

10. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted on the PROPERTY unless approved by DECLARANT. DECLARANT may, upon request of OWNER, permit a temporary construction or sales facility during construction and its size, appearance, color, materials, and temporary location on the PROPERTY or SITE, must be first approved by DECLARANT. Accessory buildings or structures permitted on individual SITES are limited to garages, enclosed storage buildings, pools, spas, hot tubs, decks, cabanas, screen enclosures, walls, fences, awnings, trellises and mechanical equipment with its enclosure, provided that any accessory walls, fences or other structures are finished in the same or

compatible materials and colors as the principal DWELLING. Screen enclosures that extend above any enclosing walls are permitted only in the side or rear yard areas and must be set back a minimum of five (5) feet from the SITE Line; provided, however, in no event shall screen enclosures be set back less than the minimum building setback areas stated in Paragraph 2. of ARTICLE II hereinabove for perimeter PROPERTY LINES.

11. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

- A. All garbage and trash containers, oil tanks, fuel tanks, bottled gas tanks, irrigation system pumps, and swimming pool equipment, pumps and housing, on the PROPERTY or SITE shall be underground or placed within walled-in and/or landscaped-screened areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by DECLARANT.
- B. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent properties. Wall and window air-conditioning units are prohibited.
- C. No solar collection devices shall be placed on the PROPERTY or SITE until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall not be placed on the front portion of a roof, unless approved otherwise by DECLARANT. Support structures for such devices, together with the plumbing and wiring thereto, shall be located and screened so as not to be readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.
- D. No miscellaneous energy devices, including, but not limited to, devices that perform functions such as electrical energy generation, shall be placed on the PROPERTY or SITE until the plans and specifications have been submitted to and approved by DECLARANT. Such devices shall be located and screened so as not to be readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.
- E. DECLARANT shall have the right to approve any specific shielding or screening and such approval shall be binding on all persons so long as it is maintained in the condition as approved by DECLARANT.

12. CLOTHES DRYING AREA. No outdoor clothes drying areas may be placed on any SITE or any portion of the PROPERTY until its location and material for the clotheslines have been submitted to and approved by DECLARANT. No outdoor clothes drying area shall be allowed on any SITE except in the rear of a SITE. In the case of corner SITES, the outdoor clothes drying area shall not be placed within twenty-five feet (25') of the SITE street side. The outdoor clothes drying area shall be located and screened so it is not readily visible from (i) abutting or nearby SITES; and/or (ii) any street within the PROPERTY or off the PROPERTY.

13. SIGNS. No signs, either permanent or temporary in nature, shall be erected or displayed on any SITE or any portion of the PROPERTY, or on any DWELLING, building, structure, vehicle or window (or be visible through any window of any DWELLING on any SITE or any portion of the PROPERTY from any location on or off the PROPERTY), unless the placement, character, form, color, size and time of placement of such signs be first approved by DECLARANT. All signs must also be in conformance with local regulatory ordinances. No freestanding signs shall be permitted unless approved by DECLARANT. No advertising flags,

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pennants, streamers, balloons or the like shall be displayed or tethered on any portion of the PROPERTY or on any DWELLING, building, structure or vehicle on any SITE or any portion of the PROPERTY. No sign will be permitted that includes the use of the word "Estate" or "Estates" or any other derivative of same.

14. MAINTENANCE OF PROPERTY.

- A. No weeds, underbrush, dead or dying trees and landscape materials, or unsightly growths shall be permitted to grow or remain on any SITE or any portion of the PROPERTY, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain on the PROPERTY or SITE. Failure by OWNER to keep the PROPERTY or SITE free of weeds, underbrush, unsightly growths, refuse, trash, junk or other unsightly objects, and upon fifteen (15) days after notice to commence the corrections as required by DECLARANT, shall be cause for DECLARANT to enter the PROPERTY or SITE to remove said objectionable material and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment.
- B. OWNER shall maintain the PROPERTY or SITE and the DWELLINGS, buildings, structures, improvements, sidewalks and appurtenances thereon in a good, safe, clean, neat, finished, painted and attractive condition at all times to the satisfaction of DECLARANT. OWNER shall maintain the landscaping along Coral Ridge Drive and north for a distance of approximately fifty feet (50') as measured from the north PROPERTY LINE to the center of the C-1 canal. All DWELLINGS and structures shall be maintained in a finished, painted and attractive condition, and no rust stains or discoloration shall be permitted upon the exterior surfaces of any DWELLING or structure. Failure by OWNER to maintain as required herein, and upon fifteen (15) days after notice to commence the corrections or improvements as required by DECLARANT, shall be cause for DECLARANT to enter the PROPERTY or SITE, and such entry shall not be deemed a trespass, to make such corrections or improvements as may be necessary to conform with the maintenance requirements herein. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT for payment.
- C. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

15. COMMERCIAL VEHICLES, BUSES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS.

- A. No "commercial vehicle" (as such term is defined in Section 18-5 of the City of Coral Springs Code, in effect on the date of recordation of this Declaration) (i) shall be permitted to be parked on the PROPERTY for a period of more than four (4) hours unless such commercial vehicle is temporarily present and necessary in the actual construction or repair of a structure, or for ground/landscape maintenance, or (ii) shall be permitted to be parked overnight or stored on the PROPERTY unless same is fully enclosed inside a building/DWELLING.
- B. No bus, boat, boat trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be

parked or stored on the PROPERTY unless fully enclosed inside a building/DWELLING or parked in an area designated by DECLARANT for such purposes.

C. No vehicle shall be used under any circumstances as a domicile or residence, either permanent or temporary.

D. Sections A. through C. of this Paragraph 15. of ARTICLE II shall not be deemed to prohibit any temporary facility otherwise permitted pursuant to this Declaration.

16. NO OIL AND MINING OPERATIONS. No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the PROPERTY, nor shall oil or gas wells, tanks, tunnels, mining excavations or shafts be permitted upon the PROPERTY. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon the PROPERTY.

17. PETS AND ANIMALS.

A. Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by DECLARANT in its sole discretion. All animals shall be contained on the OWNER'S SITE and shall not be permitted to roam free, or to otherwise disturb the peace of other OWNERS.

B. Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by DECLARANT in its sole discretion.

C. No animal breeding or sales as a business shall be permitted on the PROPERTY.

18. NUISANCES. Nothing shall be done on the PROPERTY which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on upon the PROPERTY, nor may anything be done on the PROPERTY which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Paragraph shall be decided by DECLARANT, whose decision shall be final.

19. FILLING IN. The PROPERTY shall not be increased in size by filling in the lake or canal, if any, on which it abuts, and the slope of the lake or canal bank, if any, shall be maintained by OWNER. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may be created by easement or by plat without the prior written consent of DECLARANT and the North Springs Improvement District, a local unit of special government and public corporation of the State of Florida.

20. COMPLETION OF CONSTRUCTION. When the construction of any DWELLING or structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER fails to make substantial progress toward completion within thirty (30) days of written notice by DECLARANT [which may be furnished within said sixty (60) day period], DECLARANT may enter upon the PROPERTY or SITE and take such steps as may be required to correct the undesirable appearance or existence of the DWELLING or structure, including, but not limited to, demolition and/or removal thereof and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT for payment. The reason for such correction shall be solely at the discretion of

DECLARANT and may include but not be limited to aesthetic grounds. DECLARANT may alternatively pursue any of the other remedies under this Declaration as DECLARANT determines. Upon failure of OWNER to make payments within the time periods set forth in this Paragraph, DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY or SITE in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

21. CONDOMINIUM/ZERO LOT LINE DWELLINGS. The PROPERTY shall not be divided, subdivided, sold or conveyed, except as a whole or as hereinafter provided. No restrictions herein contained shall be construed as in any manner limiting or preventing the PROPERTY, or any portion thereof, and the improvements thereon from being submitted to (i) a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for the PROPERTY shall not be construed as constituting a subdivision of the PROPERTY; and (ii) a plan of Fee Simple Zero Lot Line ownership, and particularly the Fee Simple conveyance of SITES on the PROPERTY shall not be construed as constituting a subdivision of the PROPERTY.

- A. The conveyance or dedication of a portion of the PROPERTY to a Public entity for roadway, turn lanes or curb cuts shall not be considered a subdivision of the PROPERTY, and, further, upon the Public entity's acceptance of such purpose of this Declaration, all building setbacks shall be measured from the original PROPERTY Line and not the "New Property Line" existing after such conveyance or dedication. All PROPERTY Line landscape areas shall, subsequent to any conveyance or dedication to a Public entity, be measured from the New Property Line and not from the original PROPERTY Line. Any dispute in regards to this Paragraph shall be resolved by DECLARANT whose decision shall be final.

22. NON-LIABILITY OF DECLARANT. DECLARANT shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than itself.

23. APPROVALS. All approvals and disapprovals under this Declaration shall be in writing.

24. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNER, but also to any person or persons, entity or entities, occupying OWNER'S premises under lease from OWNER or by permission or invitation of OWNER or OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of this Declaration. OWNER shall be responsible for any violations of this Declaration by OWNER'S tenants, employees, licensees, invitees or guests and by the guests, employees, licensees, and invitees of OWNER'S tenants at any time.

25. NOTICE TO DECLARANT. Any notice to DECLARANT, or requests for approval of plans, specifications and location of DWELLINGS, structures, buildings, signs or other improvements shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.

26. NOTICE TO OWNER. Notice to OWNER of a violation of this Declaration or any other notice or request herein required shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the address of OWNER as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.

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27. RESTRICTIONS RUN WITH THE LAND. The covenants, reservations, restrictions and other provisions of this Declaration shall constitute an easement and imposition in and upon the PROPERTY and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by DECLARANT, their successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time these restrictions shall be extended for successive periods of ten (10) years each until an instrument signed by a majority of the then OWNERS of the PROPERTY has been recorded agreeing to change or terminate this Declaration in whole or in part.

28. AMENDMENT. DECLARANT may (i) only during the time period Minto Communities, Inc. is sole OWNER of the PROPERTY and every SITE therein; and (ii) only upon the request of Minto Communities, Inc. modify, amend or add to this Declaration or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein. Minto Communities, Inc. shall be required to join in said modification, amendment or addition in the event request is made to DECLARANT for modification, amendment or addition to this Declaration; however, in no event will there be any modification, amendment or addition to this Declaration without the specific joinder of Minto Communities, Inc. Subsequent to the time period in Paragraph 28 (i) hereof, DECLARANT, may, in its sole discretion, modify, amend or add to this Declaration or any part thereof. In the event a request is made to DECLARANT for modification, amendment or addition to this Declaration, all OWNERS will be required to join in said modification, amendment or addition. DECLARANT shall assume no obligation or responsibility with regard to said joinder and DECLARANT reserves the right to deny any request for modification, amendment or addition to this Declaration in its sole discretion.

29. LIENS AND ENFORCEMENT.

- A. Enforcement of this Declaration by DECLARANT shall be by any procedure at law or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created hereby.
- B. Any Claim of Lien that may be filed, as provided in this Declaration, shall be effective from and after the date of recording in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due, including interest from date of delinquency at the highest rate permitted by law, and the date when due, and the lien shall continue in effect until all sums secured by the Claim of Lien, as hereby provided, shall have been fully paid. Said liens may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. A suit to recover a money judgment for unpaid payments may be maintained at the option of the lien holder without waiving the lien securing same.
- C. Any payment(s) not paid within the time periods stated in this Declaration, shall be delinquent and shall have added thereto interest at the highest rate allowed by law from the date such payment(s) were due.
- D. All costs of collection or enforcement, including court costs and reasonable attorneys' fees (whether or not suit be filed), which costs and fees shall include those caused by reason of appellate proceedings, incurred in the collection of any payment(s), the foreclosure of any lien, and the

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enforcement of any of these covenants, easements, restrictions and reservations, shall be paid by OWNER.

- E. Failure by DECLARANT to enforce any provision under this Declaration shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.

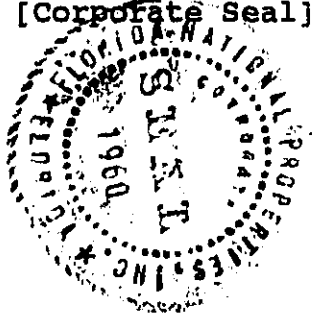
30. **SEVERABILITY.** Invalidation of any provision under this Declaration, in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

31. **CAPTIONS.** The captions of the various Paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

IN WITNESS WHEREOF, the DECLARANT does hereby execute this Declaration in its name, by its undersigned authorized officers, and affixes its corporate seal hereto, all as of the day and year first above mentioned.

FLORIDA NATIONAL PROPERTIES, INC.

[Corporate Seal]



By: D. L. Vance
D. L. Vance, Vice President
Address: 3300 University Drive
Coral Springs, Florida 33065

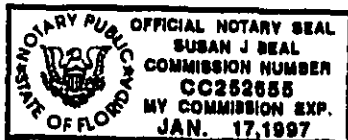
Attest: [Signature]
James P. McGowan, Secretary
Address: 3300 University Drive
Coral Springs, Florida 33065

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

The foregoing Declaration was acknowledged before me this 29th day of December, 1993, by D. L. VANCE and JAMES P. MCGOWAN, Vice President and Secretary, respectively, of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. They are personally known to me.

Susan J. Beal
Name: Susan J. Beal
Notary Public
Commission No. CC252655

My Commission Expires:



[Notary Seal]

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

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