

**AMENDED AND RESTATED
MASTER DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
THE GOLF VILLAGE AT ADMIRALS COVE**

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AMENDED AND RESTATED
MASTER DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
THE GOLF VILLAGE AT ADMIRALS COVE

THIS AMENDED AND RESTATED DECLARATION, made this ____ day of _____, 2007, by The Golf Village at Admiral's Cove Master Property Owners Association, Inc ("POA").

WITNESSETH:

WHEREAS, ADMIRAL'S COVE ASSOCIATES, LTD. ("Developer") has turned over to THE GOLF VILLAGE AT ADMIRAL'S COVE MASTER PROPERTY ASSOCIATION, INC., certain parcels of real estate situate in the Town of Jupiter, described on Exhibit No. 1 attached hereto and made a part hereof known as The Golf Village at Admirals Cove or Admirals Cove Golf Village (hereinafter referred to as the "Property" and as is further defined herein), a planned community in accordance with the Master Site Plan (as said term is hereinafter defined) for the Property in accordance with the Comprehensive Zoning Ordinance of the Town of Jupiter, with roads and associated lighting and median strips, lakes, canals, open spaces and other designated facilities and services for the benefit of the said property owners; and

WHEREAS, POA and its members desire to provide for the preservation of the values and amenities in said community, to assure that said community complies with the requirements of the Comprehensive Zoning Ordinance of the Town of Jupiter, and to provide for the maintenance and administration of the Property, roads and associated lighting and median strips, lakes, canals, common spaces and other designated facilities and services and, to this end, desires to continue to subject the Property to covenants, restrictions, easements, charges and liens hereinafter set forth (hereinafter collectively referred to as the "Covenants"), each and all of which is and are for the benefit of the Property and each Owner of any portion thereof; and

WHEREAS, POA has been delegated and assigned the powers and duties of maintaining and administering the Property, and with it the roads with associated lighting and median strips, lakes, canals, open spaces and other designated facilities and services and administering and enforcing the Covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, POA has been created for the purpose of exercising the functions aforesaid, which corporation is not intended to be a condominium association within the meaning of the Florida Condominium Act, Chapter 718 of the Florida Statutes (“Condominium Act”); and

WHEREAS, portions of Admirals Cove and the Property consist of golf course property and related facilities which are owned by the Golf Course Property Owner, as such term is hereinafter defined; and

WHEREAS, POA has deemed it desirable to set forth the rights of the Golf Course Property Owner and POA as they relate to the Property.

NOW, THEREFORE, POA affirms and restates that the Property and each portion thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

Section 1. All capitalized terms shall have the meanings as heretofore or hereafter set forth in this Declaration. The following words and terms when used in this Declaration shall have the following respective meanings;

(a) “Board of Directors” shall mean and refer to the Board of Directors of the POA.

(b) “Villa Living Unit” shall mean and refer to a Living Unit, which is semi-detached, which is designed and intended for use and occupancy as a residence by a single family.

(c) “Villa Living Unit Owner” shall mean and refer to the record titleholder, whether one or more persons or legal entities of the fee simple title to any Villa Living Unit. The term “Villa Living Unit Owner” shall not mean or refer to the mortgagee of any Villa Living Unit unless and until such mortgagee has acquired title to such Villa Living Unit pursuant to foreclosure or any proceeding in lieu of foreclosure.

(d) “Developed Property” shall mean and refer to the entirety of the Property less and except only the Golf Course Property and the POA Titled Property. For purposes of this Declaration, the Developed Property shall consist of all of the Living Units as herein defined and shall include property that are to or as an incident of their ownership of such Living Units.

(e) “Golf Course Property” shall mean and refer to those portions of the Property which are described on Exhibit No. 2 attached hereto, and upon which there are developed inter alia, 27 holes of golf, a clubhouse facility, and other facilities.

(f) “Golf Course Property Owner” shall mean and refer to the record titleholder, whether one or more persons or legal entities of the fee simple title to the Golf Course Property. The term “Golf Course Property Owner” shall not mean or refer to any mortgagee of the Golf Course Property unless and until such mortgagee has acquired title to the Golf Course Property pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) “Living Unit” shall mean and refer to any Residential Building or portion of a Residential Building designed and intended for use and occupancy as a residence by a single family and for which a certificate of occupancy has been issued, by the Town of Jupiter, whether such Residential Building or portion of such Residential Building is a single family home or Villa Living Unit.

(h) “Living Unit Owner” shall mean and refer to the record titleholder, whether one or more persons or legal entities of the fee simple title to any Living Unit except that when record title to a Living Unit is held by a cooperative organization or other entity organized and operated for the purposes of making Living Units available to its shareholders, members or other beneficiaries, then the term “Living Unit Owner” shall mean and refer to the holder, whether one or more persons or legal entities, of the share, membership or other interest which entitles the holder to possession of the Living Unit. The term “Living Unit Owner” shall not mean or refer to any mortgagee of any Living Unit unless and until such mortgagee has acquired title to such Living Unit pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) “Owners” shall mean and refer, collectively, to the Living Unit Owners, and the Golf Course Property Owner

(j) “Plat of the Property” shall mean and refer to all plats of the Property as same may be amended from time to time, including but not limited to the plats recorded in Plat Book 69, Pages 67 and 68, and Plat Book 62, Page 19, Plat Book 70, Pages 23 and 24, Plat Book 70, Pages 51-64 inclusive, all in the Public Records of Palm Beach County, Florida.

(k) “POA Titled Property” shall mean and refer to those portions of the Property of which the Property Owners Association is the record titleholder, or which are dedicated to the Property Owners Association on the Plat of the Property.

(l) “Property” shall mean and refer to that certain parcel of real property, which is described on Exhibit No. 1, attached hereto. For purposes of this Declaration, the Property shall consist of the Developed Property, the Golf Course Property, and the POA Titled Property, all as herein defined.

(m) “Property Owners Association” shall mean and refer to The Golf Village at Admirals Cove Master Property Owners Association, Inc., a Florida corporation not for profit.

(n) “Residential Building” shall mean and refer to any building situate on the Developed Property designed and intending for use and occupancy as a residence by one or more single families.

(o) “Road” shall mean and refer to any street, road or other thoroughfare which is at any time constructed on the Property (whether the same is denominated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other designation) including curbs, gutters and sidewalks and median strips within the right of way of any such thoroughfare.

(p) “Single Family Living Unit” shall mean and refer to a completely detached Residential Building which is designed and intended for use and occupancy as a residence by a single family.

(q) “Single Family Living Unit Owner” shall mean and refer to the record titleholder, whether one or more persons or legal entities of the fee simple title to any Single Family Living Unit. The term “Single Family Living Unit Owner” shall not mean or refer to the mortgagee of any Single Family Living Unit unless and until such mortgagee has acquired title to such Single Family Living Unit pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

The Property Owners Association

Section 1. Governance of Affairs. The Property Owners Association is a corporation not for profit incorporated under the laws of the State of Florida, and charged with the duties and empowered with the rights set forth herein. The affairs of the Property Owners Association shall be governed by its Articles of Incorporation and its Bylaws.

Section 2. Membership. The Property Owners Association shall have two classes of membership:

Class A Membership. Each Living Unit Owner shall automatically be a Class A Member of the Property Owners Association. Said Class A Membership is appurtenant to the ownership of each Living Unit and shall not be separable from the ownership of any Living Unit and shall be deemed to have been conveyed with any voluntary or involuntary conveyance of any Living Unit whether or not such Membership is expressly referred to in the instrument effecting such conveyance.

Class B Membership. The Golf Course Property Owner shall automatically be the sole Class B Member. Said Class B Membership is appurtenant to the ownership of the Golf Course Property and shall not be separable from the ownership of the Golf Course Property and shall be deemed to have been conveyed with any voluntary or involuntary conveyance of all of the Golf Course Property, whether or not such Membership is expressly referred to in the instrument effecting such conveyance. Notwithstanding the foregoing, in the event of any voluntary or involuntary conveyance

of less than all of the Golf Course Property, the rights and obligations established by this Declaration of the Golf Course Property Owner and of Class B Membership may be allocated among the grantor and grantee in any reasonable fashion that such grantor and grantee may determine, and upon receipt by the Property Owners Association of written notice of such allocation, the Property Owners Association shall be bound by and shall fully respect such allocation of rights and obligations for all purposes of this Declaration.

Section 3. Voting. Voting by members of the Property Owners Association (“Members”) in the affairs of the Property Owners Association shall be as follows:

(a) Number of Votes.

(i) Each Class A Member shall be entitled to one (1) vote for each Living Unit which such Member is the Living Unit Owner.

(ii) The Class B Member shall be entitled to one (1) vote.

(b) No Cumulative Voting. There shall be not cumulative voting on any vote by the Members of the Property Owners Association.

Section 4. Country Club Membership. As a condition to taking title to a Living Unit and becoming a member of the Property Owners Association, each Living Unit Owner shall also become a member in good standing of The Club at Admiral’s Cove, Inc. (the “Country Club”), and shall maintain a membership in the Country Club as a condition for residence in and access to the Property. By acceptance of a deed or other evidence of ownership of a Living Unit, the Living Unit Owner, whether or not it shall be so expressed in any such deed or other evidence of ownership of a Living Unit, shall be deemed to have applied for and accepted membership in the Country Club, and such Living Unit Owner shall be deemed to covenant and agree to pay and continue to pay so long as the Living Unit Owner owns the Living Unit, Country Club membership and initiation fees, charges, dues, assessments or other required contributions, established from time to time by the Board of Governors of the Country Club (collectively referred to as “Country Club Charges”).

The Living Unit Owner further covenants and agrees that the Country Club may collect the Country Club Charges due from the Living Unit Owner in the manner set forth in the Country Club Bylaws. The Association shall not assess a Living Unit Owner or lien a Living Unit for payment of Country Club Charges. Collection of Country Club Charges shall be the sole responsibility of the Club.

Provided, however, that the Living Units described on Exhibit No. 3 attached to this Declaration (singly, an “Exempt Living Unit” and, collectively, the “Exempt Living Units”) shall not be subject to the above stated Country Club membership requirement, until and unless a Living Unit Owner of an Exempt Living Unit voluntarily obtains a Country Club membership, at which time such Exempt Living Unit shall be automatically removed from Exhibit No. 3 and shall be subject to the above stated Country Club membership requirements thereafter.

Once a Living Unit Owner acquires a Country Club Membership, that Living Unit Owner must maintain a Country Club membership at the same or higher membership level, as determined by the Country Club Board of Governors. A Living Unit Owner may obtain a higher level membership from the Country Club, subject to availability as determined by the Country Club, but may not downgrade to a lower level Country Club membership. Upon the transfer of a Living Unit with a mandatory membership to a Subsequent Living Unit Owner, the Living Unit Owner shall surrender its Country Club Membership to the Country Club and the Subsequent Living Unit Owner shall acquire such surrendered Country Club Membership from the Country Club subject to the payment of the Country Club Charges in effect at the time of transfer. If a Subsequent Living Unit Owner does not apply for membership in the Country Club within sixty (60) days after acquiring a Living Unit, then such Subsequent Living Unit Owner shall be deemed to have applied for membership in the Country Club at the same Club Membership level as the transferring Living Unit Owner, and the Country Club Charges may be assessed against the Living Unit for payment and collected as provided above. Upon receipt of payment of the Club Charges from the Subsequent Living Unit Owner for acquisition of the surrendered Country Club Membership, the Club shall make payment to the transferring Living Unit Owner in respect of the surrendered Country Club membership in such amounts and at such times as provided for in the Club's Bylaws at the time of transfer.

In the event that a Living Unit Owner owns two or more Living Units that have been legally joined together as one parcel pursuant to a legally approved unity of title recorded in the public records of Palm Beach County, Florida, then for purposes of this mandatory Country Club membership requirement, all such Living Units joined together in the unity of title shall be deemed a single Living Unit. In the event that the unity of title is subsequently removed or rendered legally ineffective, all Living Units so separated shall be subject to the mandatory Country Club membership requirement as set forth above as of the date that the unity of title is not longer effective.

In the event that a Living Unit Owner is owned by other than an individual or husband and wife, as tenants by the entirety, such as a corporation, joint tenancy, trust, partnership, holding company and similar types of entities (collectively referred to as an "Entity"), such Entity shall be required to designate at least one and not more than three persons (each such person to include the designated person and his/her respective immediate family members) who shall be required to acquire the Country Club Membership to fulfill the mandatory Club Membership obligation of the Entity. Each person designated by the Entity shall be obligated to pay Country Club Charges in accordance with the Club Bylaws.

ARTICLE III

Duties and Powers of the Property Owners Association

Section 1. Duties and Powers of the Property Owners Association. The Property Owners Association shall have the perpetual duty and obligation and the sole and exclusive power and right (provided that the Property Owners Association may

delegate any or all of said duties and powers to a management firm or other agents) to perform at its cost and expense each and all of the following:

(a) Entranceway Areas. To operate, and to maintain, repair and replace, and now-existing or hereafter-created entranceway area at or in the vicinity of any entrance to the Property from Frederick Small Road (excluding the entrance to the golf course maintenance facility), and all associated landscaping and other related facilities such as guardhouses, gates, sprinkler systems, signs, lighting, decorative or screening walls and fences, and fountains and pumps.

(b) Perimeter Fences and Walls. To maintain, repair and replace all fences, walls and gates situate at or near the perimeter of the Property (excluding the gate to the golf course maintenance facility).

(c) Berms Along Perimeter of Property. With respect to the berms and landscaping thereon which are presently located on or hereafter created adjacent to and as part of the perimeter of the Property, to maintain the exterior sides of such berms to the top of the slope of such berms, and all landscaping thereon, in good and attractive condition.

(d) Roads. To hold title to any roads as well as any bridges, culverts and other crossings within the rights-of-way of such Roads (any road which has been so dedicated to and accepted by the Property Owners Association being hereinafter referred to as a "POA Road"), and to maintain, repair and replace all such POA Roads, bridges, culverts and other crossings (as well as all signs and devices for the control of traffic within the rights-of-way of such POA Roads), and to pay all real estate taxes, if any, assessed with respect thereto.

(e) Median Strips of POA Roads. To maintain in good and attractive condition all parts of any median strip now or hereafter within the rights of way or constituting any portion of any of the POA Roads.

(f) POA Road Lighting; Lakes. With respect to all parts (including, but not limited to, plows, standards, fixtures, transformers, wires, bulbs and cables) of (i) any street lighting system which parts are not or hereafter installed by or at the direction of the Property Owners Association, in the median strips or rights-of-way of any portion of any of the POA Roads and (ii) any system for lighting of portions of the lakes and canals on the Property installed by or at the direction of the Property Owners Association, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating same, including, but not limited to, costs of electricity.

(g) Public Safety. To employ contractors to promote public safety within the Property as the Property Owners Association may from time to time deem desirable or necessary, in such fashion as the Property Owners Association may from time to time determine, which may include, without limitation, the maintenance of guards at the entranceway to the Property and the use of roving patrols.

(h) Bulkheading and Revetments. To maintain, repair and replace all seawalls, bulkheading and rock or other revetments at or near the edge of any lake or canal on the Property, except where such bulkheading or revetments are situate on or adjacent to the Golf Course Property.

(i) Lakes and Canals. With respect to all lakes and canals within and adjacent to the Property not owned by the Golf Course Property Owner:

(i) to perform such dredging and filling as is deemed reasonably necessary by the Property Owners Association to maintain the lakes and canals.

(ii) to maintain the canals, canal banks and canal easement areas within or adjacent to the Property owned by the Northern Palm Beach County Water Control District in accordance with the terms and provisions of the Maintenance Agreements entered or to be entered into between Developer and said District, as same may be amended from time to time.

(iii) to operate and maintain all fountains in any of the lakes and canals.

(j) Stormwater Drainage System. With respect to all lakes, ponds, canals, piping, culverts, drains and other facilities not or hereafter situate upon any portion of the Property which are intended for the collection, retention, detention, transmittal or disposal of storm-water (other than gutters, downspouts and other facilities attached to buildings), to maintain the same in clean and sanitary conditions and in good order and repair and to make all replacements and renewals necessary to so maintain the same.

(k) Drainage Outfalls. To carry out and perform all obligations concerning the Northern Palm Beach County Water Control District with respect to any drainage outfalls through the Property.

(l) Dikes and Weirs. With respect to all dikes and weirs not or hereafter situate upon any portion of the Property, to operate, maintain, repair and replace the same.

(m) Bikepaths/Sidewalks. To maintain, repair and replace all cartpaths, bikepaths and sidewalks situate anywhere on the Property other than on the Golf Course Property.

(n) Open Space. To maintain in good and attractive condition all Open Space, for the use and enjoyment of the Owners.

(o) Rules and Regulations. To establish, promulgate, amend, repeal and enforce rules and regulations: (i) for the regulation of pedestrian and vehicular traffic on the POA Roads; (ii) for the fair, equitable and safe use and enjoyment of the POA Title Property; (iii) relating to all lakes, canals and waterways; (iv) relating to all Open Spaces; (v) for the maintenance and appearance of the Property; or (vi) relating to any matters referred to in this Declaration.

(p) Liability Insurance. To secure and maintain, to the extent available, at reasonable cost, policies of insurance against claims for personal injury (including death) and property damage arising out of the Property Owners Association's performance of its duties as established by this Declaration (including, but not limited to, liability insurance with respect to the Property Owners Association's performance of its duties with respect to the POA Roads; sidewalks, bicycle/cart paths, bridges, culverts and crossings within the right of ways of the POA Roads; the canals and lakes described in Article III, Section 1 (i) hereof; the perimeter fences and walls described in Article III, Section 1 (b) hereof; and the entranceway areas described in Article III, Section 1 (a) hereof); which policies shall name the Property Owners Association and its officers, directors, employees and agents (including, but not limited to, any management firm engaged by the Property Owners Association) as insureds.

(q) Hazard Insurance. To secure and maintain, to the extent available, at reasonable cost, policies of insurance insuring against damage to or destruction of the Guard House which the Property Owners Association is required to maintain pursuant to Article III, Section 1 (g) hereof, and all other property which the Property Owners Association is required to maintain or replace pursuant to this Declaration, which policies shall be in such reasonable amounts as the Property Owners Association shall from time to time determine, and which policies shall name the Property Owners Association and its officers, directors, employees and agents (including but not limited to any management firm engaged by the Property Owners Association) as insureds.

(r) Directors and Officers Insurance. To secure and maintain, if available, at reasonable cost, policies of directors and officers liability insurance, insuring the directors and officers of the Property Owners Association against personal liability arising out of or in against personal liability arising out of or in connection with the performance of their official duties.

(s) Assessments. To fix, establish and collect Annual Assessments, Special Assessments, and Additional Assessments as provided in Article VIII hereof.

(t) Enforcement of Covenants. To take and carry out all action reasonably necessary and property to enforce the covenants set forth in this Declaration, including, when necessary, the commencement and maintenance of actions and suits to restrain and enjoin and breach or threatened breach of said Covenants.

(u) Cable Television Service. If the Board of Directors of the Property Owners Association determines that it is desirable, to contract with a cable television company to provide cablevision service to the Living Unit Owners as a bulk rate.

(v) Grass Cutting/Landscaping Services. To perform all grass cutting and all landscaping services (including weed control, fertilization, shrub and tree care and trimming) for Living Unit Owners and for all Open Spaces and POA Titled Property at such times and in such manner as the Property Owners Association shall determine, and the Property Owners Association shall have the right at any time and from time to time,

without any liability to any Owner for trespass or otherwise, to enter upon the Developed Property to perform such grass cutting and other services described in this Article.

(w) Exterior Pest and Termite Control. To perform pest and termite treatment control for the Developed Property and for all Open Spaces and POA Titled Property at such times and in such manner as the Property Owners Association shall determine, and the Property Owners Association shall have the right at any time and from time to time, without any liability to any Owner for trespass or otherwise, to enter upon the Developed Property.

(x) Underground Sprinkler System. To perform repair and maintenance of the underground sprinkler system installed on the portion of the Property owned by such Living Unit Owner, and for all Open Spaces and POA Titled Property at such times and in such manner as the Property Owners Association shall determine, and the Property Owners Association shall have the right at any time and from time to time, without any liability to any Owner for trespass or otherwise, to enter upon the Developed Property.

(y) Providing of Information Regarding Additional Services. To provide information to all Living Unit Owners (including if available, price information, sales brochures, references, and names and addresses), concerning third party suppliers and contractors willing to perform services on behalf of, at the request of, and at the expense of any such Living Unit Owner requesting such services, which services shall not be performed by the Property Owners Association for the Living Units, and which services shall include, but are not limited to, providing information about the following; (i) interior pest and termite treatment control; (ii) pool cleaning and maintenance services; (iii) janitorial services, including but not limited to exterior walls and roof cleaning. It being understood and agreed that the Property Owners Association is compiling and making available the information concerning the services specified in this Section solely as an accommodation to the Living Unit Owners and shall in no way be responsible for the payment, performance or adequacy of any such services, and in no way warrants or guarantees the ability of any such third party to perform or supply any such services or the quality or satisfaction thereof.

(z) Duties Specified Elsewhere in this Declaration. To perform all duties and obligations assigned to the Property Owners Association elsewhere in this Declaration.

(aa) Supplementary Duties. To perform any other act necessary or proper to carry out any of the foregoing specified duties and obligations or any other duty or obligation expressly established elsewhere in this Declaration.

(bb) Additional Duties. To perform any other act not authorized by this Article III, Section 1 (a) through (bb) of this Declaration but necessary or property to promote the common health, safety or welfare of the Owners of the Property, provided that said act shall have been approved by:

(i) two-thirds of the total number of votes cast by Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice

of which shall be sent to all Class A Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; and

(ii) in the event that said act might, in the judgment of the Class B Member, prejudice or tend to prejudice any interest, right, privilege, power or option of the Class B Member, the written assent of the Class B Member; and

ARTICLE IV

Obligations of Parties Other than the Property Owners Association

Notwithstanding anything in Article III of the contrary, the following sets forth the obligations of parties other than the Property Owners Association.

Section 1. Cart Paths. The Golf Course Property Owner shall at its sole cost and expense perpetually maintain, repair and replace all carpaths, bikepaths, and sidewalks situate on the Golf Course Property.

Section 2. Non-Paved Portions of Rights of way of POA Roads. With respect to the non-paved portions (exclusive of median strips) of the rights-of-way of the POA Roads, the Owner of the abutting portion of the Property, shall be perpetually responsible, at such Owner's sole cost and expense, to maintain the same in good and attractive condition.

Section 3. Golf Cart Bridges. The Golf Course Property Owner shall at its cost and expense repair and replace all golf cart bridges that cross any lakes or canals connecting portions of Golf Course Property.

Section 4. Lake Maintenance Easements. With respect to the "Lake Maintenance Easements" (as shown on the Plat of the Property), the Owner of any portion of the Property which abuts the "Lake Maintenance Easement" shall be perpetually responsible, at such Owner's sole cost and expense to maintain the "Lake Maintenance Easement" in good and attraction condition.

Section 5. Bulkheading and Revetments. The Golf Course Property Owner shall perpetually at its sole cost and expense maintain, repair and replace all bulkheading, rock or other revetments at or near the edge of any lake or canal situate on or adjacent to the Golf Course Property.

Section 6. Golf Course Maintenance Facility. The Golf Course Property Owner shall at its cost and expense operate, maintain, repair and replace the now existing or hereafter created entranceway area to the golf course maintenance facility, including the fences, wall and gate at such entranceway.

Section 7. Berms Along North and East Property Lines. The Golf Course Property Owner shall at its sole cost and expense maintain the interior sides of the berms to the top of the slope or such berms which are presently located on or hereafter created adjacent to the perimeter of the Property, together with all landscaping thereon in good

and attractive condition, notwithstanding that such berms or any portion thereof are located within a landscaping tract dedicated to the Property Owners Association on any Plat of the Property.

ARTICLE V

Architectural and Design Review Committee

Section 1. The ADR Committee. The Board of Directors shall appoint not less than two (2), and not more than seven (7), individuals, none of whom need be members of the Property Owners Association, to serve on the Architectural and Design Review Committee (hereinafter the “ADR Committee”) at the pleasure of the Board of Directors. The ADR Committee will be responsible for carrying out the functions set forth hereinafter in this Article V.

Section 2. Purpose of the ADR Committee. It is the intent of the Property Owners Association to create and maintain on the Property a residential Community of high quality and harmonious improvements. Accordingly, the ADR Committee has been created to attempt to accomplish this objective in the manner set forth hereinafter in this Article V.

Section 3. Prohibition Against Construction or Alteration Without Prior Approval of the ADR Committee. Without the prior written approval of all aspects thereof, (including, but not limited to, the nature, design; style, shape, height, materials, size, location, layout and color) by the ADR Committee, no person shall (all of the following being collectively referred to as “Improvements” and individually as an “Improvement”):

(a) Construct, erect, install, alter, modify, renovate, remove or demolish any structure, improvement or addition of any type or nature on or to an portion of the Property, including, but not limited to, buildings, houses, patios, porches, driveways, walkways, fences, walls, swimming pools, permanent or temporary signs, sewers or drains; or

(b) Plant, install, remove, alter or modify any grass, trees, shrubs, landscaping or other vegetation on any portion of the Property; or

(c) The ADR Committee shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ADR Committee shall consider the suitability of the proposed Improvements, and materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

(d) The ADR Committee shall, in all cases, have the right to determine and designate building set back lines in order to promote the overall best interest of the

Property. In this respect, the ADR Committee's judgment and determination shall be final and binding.

(e) Upon approval by the ADR Committee of any plans and specifications submitted to the ADR Committee, the ADR Committee shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the ADR Committee disapproves any plans or specifications submitted to the ADR Committee, the ADR Committee shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the ADR Committee to the Board of Directors of the Property Owners Association within thirty (30) days after the ADR Committee's decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

(f) Prior to the occupancy or use of any Improvement constructed or erected, the prospective occupants or users thereof shall obtain a Certificate of Compliance from the ADR Committee, certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the ADR Committee. The ADR Committee may, from time to time, delegate to a member or members of the ADR Committee, the responsibility for issuing such Certificates of Compliance.

(g) There is specifically reserved unto the ADR Committee, and to any agent or member of the ADR Committee, the right of entry and inspection upon any portion of the Property for the purpose of determination by the ADR Committee whether there exists any Improvement which violates the terms of any approval by the ADR Committee or the terms of this Declaration or any amendments hereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. Except in the case of emergencies (in which event the following request for entry shall not be required) the foregoing right of entry and inspection contained in this subsection shall be exercised by the ADR Committee only after it has been unable to obtain entry to a portion of the Property from the Owner thereof, within three (3) days of the date of a written request for such entry sent by the ADR Committee to such Owner.

(h) If any Improvements of any nature shall be constructed or altered or made without the prior approval of the ADR Committee, the Owner shall upon demand of the ADR Committee, cause such Improvement to be removed or restored in order to comply with the plans and specifications originally approved by the ADR Committee. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Property Owners Association.

(i) The ADR Committee is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy including the levying of fines against the person or persons violating the terms hereof, in which event such fines shall be deemed to be Special or Additional Assessments as set forth in Article VIII herein. In the

event that it becomes necessary to resort to litigation to determine the propriety of any Improvement, or to remove any unapproved Improvement, the ADR Committee and the Property Owners Association shall be entitled to recover of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses, and attorneys' fees of the Property Owners Association and the ADR Committee, including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Property Owners Association; provided, however, that nothing provided herein shall be deemed to negate the Property Owners Association's right to an award of the Property Owners Association's and the ADR Committee's attorneys' fees and costs if the Property Owners Association is the prevailing party in any administrative or judicial proceeding.

(j) In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the ADR Committee, the ADR Committee may, in addition to all other remedies contained herein, record against the Owner's property a certificate of disapproval stating that the Improvements on the property fail to meet the various requirements of the ADR Committee.

(k) The ADR Committee is empowered to publish or modify from time to time, design and development standards for the Property, including but not limited to the following:

- (1) Roof and roof design;
- (2) Fences, walls and similar structures;
- (3) Exterior building materials and colors
- (4) Exterior landscaping;
- (5) Signs, mail boxes, address numbers, exterior lighting, awnings and canopies;
- (6) Building set backs, side yards, height restrictions, and design criteria;
- (7) Pedestrian and bicycle ways, sidewalks and pathways;
- (8) Drainage;
- (9) Patios, porches, gazebos, pools, pool decks, and screen enclosures.

Section 4. Variances. The ADR Committee may grant variances from the requirements contained herein or as elsewhere promulgated by the ADR Committee, on a case-by-case basis; provided however, that the variance sought is reasonable. The granting of such a variance by the ADR Committee shall not nullify or otherwise affect the ADR Committee's right to require strict compliance with the requirements set forth herein on any other occasion.

Section 5. Fees. The ADR Committee may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Property Owners Association at the time that the plans and specifications and other documents are submitted to the ADR Committee or at such other time or times as the ADR Committee shall determine.

Section 6. Exculpation. Neither the directors or officers of the Property Owners Association, the members of the ADR Committee, 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 party whatsoever, due to any mistakes in judgment, negligence or any action or failure to act of the ADR Committee in connection with the approval or disapproval of any Improvements or proposed Improvements. Each Owner agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they understand and agree that approval by the ADR Committee does not mean that any Improvements or proposed Improvements are in compliance with any zoning or building codes and that they shall not bring any action or suit against the Board of Directors or officers of the Property Owners Association, the members of the ADR Committee, or their respective agents, in order to recover any damages caused by the actions or failure to act of the ADR Committee. The Property Owners Association shall indemnify, defend and hold harmless the ADR Committee and each of its members for all costs, expenses and liabilities, including attorney's fees, of all nature resulting by virtue of the acts of the ADR Committee or its members. Neither the directors or officers of the Property Owner Association, the members of the ADR Committee, nor any person acting on behalf of any of them, shall be responsible for any defects in any Improvements 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 VI

Protective Covenants

Section 1. No Drilling or Mining for Minerals. No drilling, refining, quarrying or mining operations for oil, gas or other minerals shall be caused at or performed on any portion of the Property.

Section 2. Requirement to Use Central Sanitary Sewer and Water Systems and Central Irrigation System.

(a) So long as a functioning central sanitary sewer collection system exists on the Property and is available for use, no Owner shall cause or permit any septic tank or individual sewer system to be installed on any portion of the Developed Property and each Living Unit must be connected to the central sanitary sewer system prior to the date that such Living Unit is first occupied, and the Living Unit Owner shall pay all applicable charges therefore.

(b) So long as a functioning central system for the supply of potable water exists on the Property and is available for use, no Owner shall drill, install or use any well or individual system for the supply of potable water on any portion of the Developed Property and each Living Unit must be connected to the central potable water supply system prior to the date that such Living Unit is first occupied, and the Living Unit Owner shall pay all applicable charges therefore.

(c) If and so long as a functioning central system for the supply of water for irrigation exists on the Property and is available for use, as determined by the Owner of said system in such Owner's sole discretion, each Living Unit must be connected either to such central irrigation water supply system or to the Town of Jupiter's water supply system, and the Living Unit Owner shall be responsible to pay all charges of the supplier of such irrigation water, either directly to the supplier or to the Property Owners Association if the Property Owners Association contracts with the supplier for such irrigation water, as the case may be.

Section 3. Lawn Sprinkler Systems. Each Living Unit Owner shall be responsible to install and continuously maintain on the portion of the Property owned by such Living Unit Owner, an underground lawn sprinkler system (and, if necessary, an automatic pump) sufficient to fully and adequately irrigate the entire lawn on the portion of the Property owned by such Living Unit Owner, including the non-paved portions of the rights-of-way of the POA Roads abutting such portion of the Property (as such obligation is more particularly specified in Article IV, Section 2) and the Lake Maintenance Easement abutting such portion of the Property (as such obligation is more particularly specified in Article IV Section 4). Such lawn sprinkler system shall be kept in good order and repair and shall be used as required to maintain the entire lawn in a well-kept condition as all times.

Section 4. Aerials and Antennas. No radio, television or other aerial, antenna, dish, tower or other transmitting or receiving structure, or support thereof, except for receiving "dishes" under one (1) meter in diameter as permitted by Federal law shall be erected, installed, placed or maintained on any portion of a Living Unit unless so erected, installed, placed or maintained entirely within the enclosed portion of a Living Unit so as to not be visible from the exterior of such Living Unit, and except for the site located in the northeast corner of the Property which was originally leased to Jupiter Cablevision and on which a television tower is currently located.

Section 5. Bicycles. Bicycles must be stored only inside of Living Units or in areas specifically designated by the Property Owners Association for such use. Bicycles may be ridden on the POA Roads in accordance with all rules established from time to time by the Property Owners Association, and on all paths specifically designated as bicycle paths.

Section 6. Maintenance; Garbage, Trash Litter.

(a) Maintenance of Grounds. All portions of the Developed Property and all Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage

shall be allowed to accumulate or any fire hazard allowed to exist. All portions of the Developed Property shall be mowed and edged and kept free of debris and vegetation (including weeds, underbrush and unsightly growths). If an Owner fails to maintain such Owner's portion of the Developed Property as aforesaid, and as provided in Article IV, Sections 2 and 4, the Property Owners Association shall have the right, in its sole and absolute discretion, to mow the grass, remove the unsightly debris and growths, and clean any portion of the Developed Property deemed by the Property Owners Association to be a health menace, fire hazard or to detract from the aesthetic appearance of the Property, as long as the Property Owners Association gives the Owner at least ten (10) days prior written notice before such work is performed by or on behalf of the Property Owners Association. If the Property Owners Association, after such written notice, causes the subject work to be done, then the cost of such work, together with interest thereon at the lesser of 12% per annum or the maximum rate permitted by the usury laws of the State of Florida shall be charged to the Owner and shall become a lien on the Owner, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article VIII, Section 7 of this Declaration.

(b) Maintenance of Exterior of Residential Buildings. If any Owner shall fail to properly maintain the Residential Buildings and Improvements on such Owner's portion of the Property in a continuous good and attractive condition and repair, consistent with the condition, repair and quality of the balance of the Residential Buildings and Improvements on the Property, or maintains the Residential Buildings and Improvements in such a fashion so as to detract from the aesthetic appearance of the Property, and in the event of any such failure to maintain which continues for ten (10) days after written notice thereof from the Board of Directors to such Owner, the Board of Directors or its duly authorized agents shall have the right at any time and from time to time, without any liability to such Owner for trespass or otherwise, to enter upon such portion of the Property, and the Improvements thereon, to effect such maintenance and repair as shall be necessary to bring the same into compliance with the requirements of this Section. The Owner responsible for said failure shall reimburse the Property Owners Association for all expenses incurred in connection therewith, together with interest thereon at the rate equal to the lesser of twelve percent (12%) per annum or the maximum rate permitted by the usury laws of the State of Florida, which such charges shall become a lien on the portions of the Property owned by said Owner, and shall be effective, have priority and be enforced pursuant to Article VIII, Section 7 of this Declaration as an Assessment, Special Assessment or Additional Assessment. The reasonable judgment of the Board of Directors of the Property Owners Association shall conclusively established for purposes of this Declaration whether any such portion of the Developed Property and the Residential Buildings and Improvements thereon, have been maintained in good and attractive condition and repair, consistent with the balance of the Property or in such a manner so as to detract from the aesthetic appearance of the Property.

(c) Refuse Containers. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers which shall be placed in a walled-in area so that they are not visible from any street, adjacent Living Units, canal, lake or the Golf Course Property

(except that trash may be temporarily left in sealed containers at street side for collection on the day of collection).

(d) No Outside Burning. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any portion of the Property.

Section 7. Restrictions Regarding Lakes and Canals. Without limitation of the right of the Property Owners Association as set forth in Article III, Section 1(i) to adopt rules and regulations respecting the lakes and canals on the Property, no boat shall be permitted in the lakes or canals except in conjunction with the maintenance thereof by the Property Owners Association or its designee. No recreational activity shall be permitted in the lakes and canals (with the exception of fishing as may be specifically permitted by the Property Owners Association) including without limitation: swimming, sailing, boating, windsurfing, sailboarding, diving, snorkeling or jet skiing. Fishing shall not be permitted from any portion of the Golf Course Property. No docks or piers shall be permitted to be constructed in any lakes or canals without the prior written consent of the ADR. No trash, garbage, oil, fuel, sewage, human or animal waste, petroleum products or other pollutants shall be discharged into the lakes or canals.

Section 8. Vehicles. No boats, recreation vehicles, trailers of any nature, campers, trucks (as defined by the State of Florida Department of Motor Vehicles) or vehicles with a commercial license shall be placed, parked or stored upon any portion of the Developed Property nor shall any maintenance or repair be performed upon any boat, trailer or motor vehicle of any nature, unless such placement, parking, storage or maintenance is within a building so that the same is totally removed from public view of any nature. In addition, no vehicle of any kind shall be parked overnight on any POA Road. Off-road vehicles of any nature shall not be permitted on the POA Roads or any other portion of the Property. Notwithstanding the foregoing provisions of this Section, service and delivery vehicles may park on a temporary basis during regular business hours, as the same may be needed to provide services or deliveries.

Section 9. Bulkheading and Revetments. No person or entity other than the Property Owners Association and the Golf Course Property Owner as set forth herein, shall alter or change in any manner or fashion, or make any addition or improvement to, any portion of any seawall, bulkheading or rock or other revetment at the edge of any canals or lakes on the Property, whether or not such seawalls, bulkheading and revetments are situate on portions of the Property owned by such person or entity, by the Property Owners Association or by other person or entities.

Section 10. Pets.

(a) No pets other than one (1) dog, not exceeding an adult weight of seventy-five (75) pounds, or two (2) dogs not exceeding a combined total adult weight of seventy-five (75) pounds, two (2) cats, fish capable of being kept in indoor aquariums and domesticated birds may be kept in any Living Unit.

(b) All dogs and cats shall be restrained or kept on a leash under the control of a responsible person at all times when such pet is outside of a Living Unit and on the Property.

(c) If any pet becomes annoying to other Owners by barking or otherwise, the Owner in whose Living Unit the animal is kept shall immediately cause the problem to be corrected. If the problem is not corrected after written notice from the Property Owners Association, the Owner shall no longer be permitted to keep the pet in such Owner's Living Unit and shall be required to take such other steps as the Property Owners Association may direct. The Property Owners Association shall have the authority to order the removal of any pets which, in the Property Owners Association's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. The Property Owners Association shall give written notification thereof to the Owner, and the pet shall immediately thereafter be permanently removed from the Property. The Property Owners Association or its agent may remove such pet if the Owner does not permanently remove such pet from the Property within ten (10) days after the Owner receives such notification. A dog that is not on a leash, or a cat that is not restrained, when outside of a Living Unit shall be deemed a nuisance.

(d) Pets shall only be allowed to use such Owner's portion of the Developed Property or such areas as are specifically designated by the Property Owners Association for exercise and relief. The Owner shall be responsible at all times for cleaning up and removing all excrement after a pet relieves itself and for appropriately disposing of said excrement using the sanitary refuse containers located in the Owner's Living Unit. Failure to clean the waste material from a pet shall be deemed a nuisance.

Section 11. Use and Occupancy Restrictions. Each Living Unit and each portion of the Developed Property shall be used only as a single family residence. No separate part of a Living Unit may be rented. No Living Unit may be rented for a term of less than three (3) consecutive months, and no Living Unit may be rented to more than one (1) tenant during any twelve (12) month period.

Section 12. No Change in Zoning or Subdivision Classification. No Owner shall have the right to, nor shall any Owner by its action or inaction, affect the existing zoning, subdivision or land use classification now or hereafter in effect for the Property, without in each such instance obtaining the prior written consent of the ADR, which such consent may be withheld or granted in the ADR's sole and absolute discretion.

ARTICLE VII

Easements

Section 1. Easements for Ingress and Egress over POA Roads. Each Member of the Property Owners Association, for itself and its tenants, guests, employees, agents and business invitees, shall have a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress over all POA Roads on a 24-hour per day, 365 day per year, basis, subject only to the right of the Property Owners Association to establish rules and

regulations for the promotion of the safety of pedestrian and vehicular traffic on the POA Roads as provided in Article III, Section 1(d) hereof.

Section 2. Easement for Property Owners Association. The Property Owners Association, for itself and its employees and agents, shall have a perpetual, non-exclusive easement for access to all portions of the Property to the extent reasonably required for the performance of the duties of the Property Owners Association as set forth herein.

Section 3. Utility Easements. Developer, for itself and its successors and assigns, shall have a perpetual, non-exclusive easement over, upon and under all portions of the Property (except those portions upon which Improvements have been constructed) for the installation, operation, maintenance, repair, replacement, alteration and extension of such utility and other systems as Developer shall deem appropriate to have located within the Property. No Owner, other than Developer, shall be permitted to dig in or plant anything other than sod in any portion of the Property over, upon or under which any utility easement has been reserved or granted by Developer or the Property Owners Association as aforesaid. This restriction applies to all portions of the Property covered by such utility easements.

Section 4. Public Easements. Fire, police, health sanitation, medical ambulance and other public service personnel and their vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the POA Roads for the performance of their respective duties.

Section 5. No Implied Easements. It is not the intent of this Declaration to establish any implied easements whatsoever.

ARTICLE VIII

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Living Unit Owner hereby covenants and agrees, and the Golf Course Property Owner, by acceptance of a deed or other evidence of ownership shall be deemed to covenant and agree to pay to the Property Owners Association:

- (a) Annual Assessments (as said term is defined in Article VIII, Section 3 hereof); and
- (b) Special Assessments (as said term is defined in Article VIII, Section 4 hereof); and
- (c) Additional Assessments (as said term is defined in Article VIII, Section 5, hereof):

Such assessments shall be fixed, established, levied and collected from time to time as hereinafter provided. The Annual Assessments, Special Assessments, and Additional Assessments, together with such interest thereon and costs of collection

thereof as hereinafter provided, shall be and are hereby made, deemed and imposed as a charge on the Property and shall be a continuing lien upon the Living Unit and the Golf Course Property as the case may be, against which such assessment is made.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Property Owners Association shall be used exclusively for the purpose of performance of the duties and exercise of the powers of the Property Owners Association as set forth in this Declaration.

Section 3. Amount and Basis of Annual Assessments.

(a) Within thirty (30) days prior to the commencement of each fiscal year, the Board of Directors of the Property Owners Association shall estimate the costs and expenses, including a reasonable provision for contingencies and for a reserve for capital replacements, to be incurred by the Property Owners Association during such fiscal year in the performance of the duties and exercise of the powers of the Property Owners Association as set forth in this Declaration. The amount of the costs and expenses estimated as aforesaid relating specifically to the grass cutting services set forth in Article III, Section 1(v) above, for the Developed Property excluding any property submitted to the provisions of the Condominium Act and excluding any services set forth in Article III, Sections 1(y) and (z) shall constitute the "Annual Single Family Expense." All other costs and expenses estimated as aforesaid, including but not limited to costs and expenses relating to: public safety, roads, waterways, street and waterway lighting, administration, ADR, entranceway areas, common areas, open spaces, perimeter fences and walls, berms, roads and bridges, median strips, seawalls, drainage, sidewalks, community signage and insurance, shall constitute the "Annual Common Expense." The Annual Single Family Expense and the Annual Common Expense shall constitute the "Annual POA Expense."

(b) The Annual POA Expense shall be assessed as the Annual Assessment in the following shares:

(i) Share of Living Unit Owners. Each Living Unit Owner shall be assessed a percentage of the Annual POA Expense as follows: in equal shares by all.

(1) A percentage of the Annual Single Family Expense expressed as a fraction, the numerator of which is one (1), and the denominator of which is (b) the total number of Living Units plus

(2) A percentage of fifty percent (50%) of the Annual Common Expense-expressed as a fraction, the numerator of which is one (1) and the denominator of which is the greater the total number of Living Units.

(ii) Share of Golf Course Property. The Golf Course Property Owner shall be assessed a share of the Annual POA Expense equal to fifty percent (50%) of the Annual Common Expense.

Section 4. Amount and Basis of Special Assessments.

Within thirty (30) days prior to the commencement of each fiscal year, the Board of Directors shall estimate the costs and expenses, including a reasonable provision for contingencies and for a reserve for capital replacements and painting to be incurred by the Property Owners Association during such fiscal year in the performance of the duties and exercise of the powers of the Property Owners Association as set forth in Article III, Sections 1(y) and (z), if any, of this Declaration. The amount of the costs and expenses estimated as aforesaid shall constitute the “Annual POA Expense.”

Section 5. Additional Assessments. If the Annual Assessment estimated at the commencement of any fiscal year shall for any reason prove to be insufficient to cover the actual expenses incurred by the Property Owners Association during such fiscal year, the Property Owners Association shall, at any time it deems necessary and proper, levy an additional assessment (the “Additional Assessment”) against the Living Unit Owners, and Golf Course Property Owner. Each such Owner shall pay a share of each such Additional Assessment determined in accordance with Article VIII, Section 3(b) hereof as if the Additional Assessment were part of the Annual Assessments.

Section 6. Payment of Assessments.

(a) Annual Assessments and Special Assessments shall be due and payable to the Property Owners Association in equal quarterly installments, on or before the first day of each calendar quarter during the fiscal year, or in such other manner as the Property Owners Association shall designate.

(b) The date or dates upon which any Additional Assessment shall be due and payable shall be fixed in the resolution authorizing such assessment.

(c) The Property Owners Association shall upon demand at any time furnish to any Owner liable for any Annual Assessment, Additional Assessment or Special Assessment, a certificate in writing signed by an officer of the Property Owners Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments; Continuing Lien; Remedies of Property Owners Association.

(a) If any Annual Assessment, Special Assessment or Additional Assessment or any installment of any of them is not paid on the date when due, then such assessment shall be deemed delinquent and shall together with interest thereon and cost of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the Living Unit or Golf Course Property, as the case may be, against which each such assessment is made, which shall bind such Living Unit or Golf Course Property, as the case may be, its heirs, devisees, personal representatives and assigns.

(b) If the delinquent assessment is not paid within thirty (30) days after the date such assessment is due, the assessment shall bear interest from the date of such assessment was due at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, and the Property Owners Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Living Unit or Golf Course Property, as the case may be. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee (including, but not limited to, attorney's fees for any appellate proceedings) to be fixed by the court together with the costs of the action.

(c) If any unpaid assessment is extinguished by foreclosure of superior lien or by a deed in lieu of foreclosure, or discharge in bankruptcy, the unpaid share of assessments shall become part of the Annual POA Expense collectible from all Owners.

Section 8. Subordination of the Lien of Assessments to First Mortgages.

(a) The lien for assessments provided for herein shall be subordinate to the lien and operation of any mortgage which is intended to be a first lien mortgage now or hereafter placed upon any Living Unit or Golf Course Property or any portion thereof.

(b) Provided however that any mortgagee who acquires title to a Living Unit by foreclosure or deed in lieu of foreclosure is liable for unpaid assessments that become due prior to such mortgagee's receipt of the deed. However, the liability of a first mortgagee shall be limited to a period not exceeding six (6) months or one percent (1%) of the original mortgage debt, whichever is less. The first mortgagee's liability for assessments shall not commence until thirty (30) days after the date the first mortgagee received its last payment of principal. Otherwise, this lien has priority over all other mortgages, judgments and any other liens that may affect any portion of the Property.

ARTICLE IX

Sale of Living Units

Section 1. Right of First Refusal on Sales. Except as set forth hereinafter in this Article IX, if any Owner desires to sell his Living Unit or any interest therein, and shall have received a bona fide offer for such sale, the Property Owners Association shall be given written notice thereof, together with an executed copy of such offer. The Property Owners Association (or its assignee) shall have the right to purchase such Living Unit or interest therein upon the same terms and conditions as set forth in the offer therefore, provided written notice of such election is given to the Owner and a down payment or deposit (if such is required by the terms of such offer) is provided to the Owner within fifteen (15) days following the delivery to the Property Owners Association of such notice together with a copy of such offer; said time to be of the essence. In the event that the Property Owners Association (or its assignee) shall elect

not to purchase the Living Unit or an interest therein pursuant to this Article IX, Section 1, the Property Owners Association shall deliver to the Owner, within the fifteen (15) day period heretofore provided, a certificate executed by the President (or Vice President) of the Property Owners Association reflecting such election, which certificate shall be in form acceptable for recording in the Public Records of Palm Beach County, Florida.

Section 2. Closing of Sale. In the event that the Property Owners Association (or its assignee) shall elect to purchase any Living Unit or any interest therein pursuant to the terms of Article IX, Section 1 hereof, title shall close on the date specified in the bona fide offer to purchase, or, if no date is specified in said offer, on a date forty-five (45) days after the giving of notice by the Property Owners Association (or its assignee) of its election to purchase said Living Unit.

Section 3. Exemptions from Right of First Refusal. The provisions of Article IX, Section 1 hereof shall not apply to:

(a) Any sale of a portion of the Property of which a Participating Builder (selling in the ordinary course of said Participating Builder's business) is the Owner; or

(b) Any transfer of any Living Unit by gift, devise or inheritance; or

(c) The sale of any Living Unit by an Owner to such Owner's spouse, child, parent, parent of the spouse, brother or sister, brother or sister of the spouse, or spouse of any of the foregoing; or

Section 4. Mortgagees as Owner. In the event of any default on the part of any Owner (including, without limitation, Developer or any Participating Builder) under any mortgage which is a first lien upon such portion of the Property, any sale of such portion of the Property under foreclosure, including delivery of a deed to the mortgagee in lieu of foreclosure, shall be made free and clear of the provisions of Article IX, Section 1 hereof, but the purchaser (or grantee under such deed in lieu of foreclosure) of each Living Unit shall be thereupon and thereafter subject to the provisions of Article IX, Section 1 hereof, provided that if the purchaser following such foreclosure sale (or grantee under deed given in lieu of foreclosure) shall be the former holder of the foreclosed mortgage the said former holder may thereafter sell the Living Unit free and clear of the provisions of Article IX, Section 1 hereof, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

Section 5. No Waiver of Rights. The failure or refusal by the Property Owners Association to exercise its rights pursuant to Article IX, Section 1 hereof with respect to any particular bona fide offer to purchase a particular Living Unit shall not constitute a waiver of such right with respect to any subsequent bona fide offer to purchase the particular Living Unit or any other Living Unit.

Section 6. Failure of Owner to Comply. If any Owner attempts to sell such Owner's Living Unit without giving the Property Owners Association the notice required

by Article IX, Section 1 hereof, such attempted sale shall be void and shall confer no title or interest whatsoever upon the intended purchaser.

Section 7. Right of Association to Assign Rights. The Property Owners Association may from time to time assign its rights pursuant to Article IX, Section 1 hereof to any individual or entity that the Property Owners Association shall select.

ARTICLE X

Party Walls

Section 1. General. Each wall built as a part of the construction of a Villa Living Unit and placed on the property boundary line between such units (or intended to have been placed thereon as shown by the plans and specifications therefore) shall constitute a party wall and each Villa Living Unit Owner shall own to the center line of the wall, with a cross-easement for support as to the other portion of said wall. In the event that such party wall or portion thereof falls outside of the property boundary line between two Villa Living Units, there shall exist a perpetual easement for such wall for the benefit of the Villa Living Unit Owner of the adjoining Villa Living Unit, which easement shall run with the land.

Section 2. Sharing of Repair, Maintenance and Replacement Costs. The costs and expenses of maintenance, repair, and replacement of a party wall (except surface decorations, including but not limited to paint and wall coverings), shall be shared equally by the Villa Living Unit Owners owning the particular Villa Living Units sharing such party wall, except as otherwise provided herein.

Section 3. Destruction or Damage by Fire, Other Casualty, Negligence or Willful Misconduct. In the event of damage to or destruction of a party wall from any cause whatsoever, other than the negligence or willful misconduct of either Villa Living Unit Owners owning the particular Villa Living Units sharing such party wall (or of a person for whom either Villa Living Unit Owner is responsible, including but not limited to: guest, invitee, or relative), the Villa Living Unit Owners of the Villa Living Units sharing such party wall shall, at their joint expense, repair or rebuild said party wall substantially in accordance with the original plans and specifications for said wall and each such Villa Living Unit Owner, its successors and assigns, shall have the right to full use as herein provided of said party wall repaired or rebuilt. In the event of damage to or destruction of a party wall as a result of the negligence or willful misconduct of either of the Villa Living Unit Owners of the Villa Living Units sharing such party wall (or of a person for whom either Villa Living Unit Owner is responsible), such Villa Living Unit Owner shall bear the entire cost of repair or reconstruction.

Section 4. Lien Rights. If a Villa Living Unit Owner shall refuse to pay its share of its obligations hereunder, the adjoining Villa Living Unit Owner may have such party wall maintained, repaired or reconstructed substantially in accordance with the original plans and specifications for the party wall and shall be entitled to a lien against

the Villa Living Unit of the Villa Living Unit Owner in default hereunder, with such lien being in the amount of one-half (1/2) of the total costs of the maintenance, repair or replacement of the party wall, together with the costs of collecting same, including reasonable attorney's fees and court costs.

Section 5. Easement for Repairs. In the event maintenance, repair or reconstruction of a party wall shall be necessary, each Villa Living Unit Owner hereby grants an easement over and upon its Villa Living Unit to the extent necessary to carry out such maintenance, repair and reconstruction, and all entries on or upon such Villa Living Unit in connection with such maintenance, repair or reconstruction, shall not be deemed a trespass.

Section 6. Right to Contribution Runs with Land. The right of any Villa Living Unit Owner to contribution from any other Villa Living Unit Owner under this Article shall be appurtenant to the land and shall pass to such Villa Living Unit Owner's successors and assigns.

Section 7. Use of Party Wall. Subject to the terms herein, each Villa Living Unit Owner shall have the full use of the party wall, subject to the limitation that such use shall not infringe on the rights of the adjoining Villa Living Unit Owner or such adjoining Villa Living Unit Owner's enjoyment of the party wall or in any manner impair the value of said party wall. Every Villa Living Unit Owner making use of a party wall shall do so in such a manner as to preserve all rights of the adjoining Villa Living Unit Owner in such party wall including all rights and easements for support, and shall save such adjoining Villa Unit Owner harmless from all damage caused thereby. A Villa Living Unit Owner shall not cut openings in the party wall nor make any improvements, alterations, additions, or structural changes in the party wall without the written consent of the adjoining Villa Living Unit Owner. Each party wall shall remain a party wall for the perpetual use, benefit and enjoyment of the adjoining Villa Living Unit Owner, and such Owner's heirs, successors and assigns.

ARTICLE XI

General Provisions

Section 1. Right to Amend or Terminate Declaration. Except for the provisions of Article III and VI hereof which may duly be amended or terminated with the prior written consent of all parties affected by any such proposed amendment or termination, all or any part of this Declaration may be amended or terminated by filing of record a statement setting forth the amendment or termination signed by:

(a) The President or Vice President of the Property Owners Association on behalf of and evidencing the approval of the Class A Members possessing at least three-fourths of the total number of votes possessed by all Class A Members,

(b) The Class B Member.

Section 2. Binding Effect. The Property is and shall be encumbered and imposed with, held, transferred, sold, conveyed and occupied subject to this Declaration and all provisions hereof. The provisions hereof shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Property Owners Association, any Owner, or their respective legal representatives, heirs, successors and assigns.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Property Owners Association at the time of such mailing.

Section 4. Enforcement. Enforcement of the provisions of this Declaration 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 any Living Unit, the Golf Course Property, to enforce any covenant or restriction or lien created by this Declaration, and failure by the Property Owners Association or any Owner to enforce any covenant or restriction herein contained or foreclose any lien created hereby shall in no event be deemed a waiver of the right to do so thereafter. No Owner shall have the right to enforce the provisions hereof as aforesaid unless it shall first have given written notice to the Property Owners Association of the alleged violation of the Covenants, together with all material necessary to support such allegations and, within a reasonable period of time thereafter, the Property Owners Association fails to bring a proceeding at law or equity to enforce the provisions hereof. The Property Owners Association is hereby specifically empowered to enforce the provisions of this Declaration by the levying of fines against any person or persons violating any covenant or restriction herein, in which event such fines shall be deemed to be Special Assessments or Additional Assessments as set forth in Article VIII herein. If the Property Owners Association obtains judicial enforcement of any of its rights under this Declaration, then the Property Owners Association shall be entitled to recover its reasonable attorney's fees and costs.

Section 5. Assumption of Risk. All Owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Developer, the Golf Course designer, or the builder of the Living Unit arising out of, resulting from or in connection with any errant golf balls, any damage that may be caused thereby or for a negligent design of the golf course or for siting of the Living Unit.

Section 6. Construction. The Property Owners Association shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 7. The Country Club. All Living Unit Owners acknowledge that the Country Club Charges may change at any time and that the Country Club Articles of Incorporation, Bylaws and Rules and Regulations (the “Country Club Documents”) may be amended from time to time as provided in the Country Club Documents. Each Living Unit Owner that acquires a Country Club membership acknowledges that such Living unit Owner does not acquire any vested right or easement, prescriptive or otherwise, to use the Country Club facilities, nor does such Living Unit Owner acquire any ownership interest in the Country Club assets by reason of acquiring a Living Unit or a Country Club membership. Membership rights in the Country Club are limited to those provided in the Country Club Documents, as amended from time to time.

Section 8. Disclosures.

There are no recreational or other facilities which are available for an Owner’s use solely by reason of its becoming a member of the Property Owners Association.

The Golf Course Property and Club facilities at The Golf Village at Admiral’s Cove will be utilized by the Member of the Club in accordance with the plan regardless of whether such Members reside at The Golf Village, Admiral’s Cove or elsewhere.

Section 9. Severability. Invalidation of any one of the provisions hereby by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 10. Water Management System.

(a) The Club at Admiral Cove, Inc. (“Club”), as to Lake No. 1 and the Association, as to the remainder of the Surface Water Management (“SWM”) system as described in the permit issued by the South Florida Water Management District (“SFWMD”), has accepted responsibility for the ownership, operation and maintenance of the SWM system.

(b) In the event that the Club and the Association are dissolved, the property consisting of the SWM system will be conveyed to an appropriate agency of local government or to a similar non-profit corporation.

(c) Notwithstanding anything herein to the contrary, any amendment proposed to this Declaration which would affect the SWM system, conservation areas or water management portions of the common areas of the Property shall be submitted to the SFWMD for review prior to adoption of the amendment. The SFWMD shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the SFWMD prior to the amendment of this document.

(d) If wetland mitigation or monitoring is required by the SFWMD permit, the Club and the Association shall be responsible to successfully carry out this obligation.

(e) Copies of the SFWMD permit and any future SFWMD permit actions shall be maintained by the Association and the Club.

Section 11. Fines and Sanctions

(a). REMEDIES FOR VIOLATIONS: Any or all Violations or breach of any condition, restriction or covenant contained in this Declaration the Bylaws or any Rule or Regulation of the POA, shall give the POA and/or the Owner(s), jointly and severally, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the applicable requirement and/or to prevent the violation or breach of any of them. Violations may also be addressed through the fine. The expense of any litigation shall be borne by the then Living Unit Owner which is the subject of the litigation, provided such proceeding results in a finding that such Living Unit Owner was in violation. Expenses of litigation shall include, but not be limited to, reasonable attorney's fees incurred by the POA in seeking such enforcement.

The Board may impose a fine or penalty on any Living Unit Owner, his or her guests or invitees, who do damage to the Common Areas, or may charge such Living Unit Owner for all expenses incurred by the POA to repair or replace the Common Areas. The Board may also impose a fine or penalty, or may charge a Living Unit Owner for expenses incurred for repair to the Common Property if any Living Unit Owner causes damage to the Common Property. Fines and restrictions may also be imposed for any violation of this Declaration, the Bylaws, the Rules, Regulations, Restrictions, or Architectural Control Guidelines or violation of any requirement of a Supplemental Declaration.

For the purpose of this Article, whenever a family member, guest or invitee of a Living Unit Owner causes such damage to the Common or violates any Restriction or Rule, the Living Unit Owner shall be deemed to have caused such damage or violation. Any fine, penalty, charge or restriction may be imposed by the POA only in compliance with paragraph (b) of this Section 11, Fines and Sanctions.

As permitted by Florida Statute 720, the amount of any fine or penalty may be established by the Board of Directors. Fines may not exceed Five Hundred Dollars (\$500.00) per day, while a cumulative amount for any fine (each day of a violation may be considered a separate occurrence) may not exceed a total of Ten Thousand Dollars (\$10,000). The Board of Directors may adjust these fine limitations as reasonable, in consideration for inflationary effects. The imposition of fines shall only be made in accordance with the terms of paragraph (b) of this Section 11, Fines and Sanctions.

In addition to the foregoing right, the POA shall have the right, whenever there shall have been built on any Living Unit any structure or improvement which is in violation of these Restrictions, or any failure to maintain, to enter in and upon the said Living Unit where such violation exists and to abate or remove the same at the sole expense of Living Unit Owner. Entry and abatement may be made only after the POA

has provided reasonable notice to the Living Unit Owner. If the POA determines that a violation of these Restrictions exists, entry and abatement or removal shall not be deemed a trespass. Any costs or expenses incurred by the POA in the remediation process, if not promptly paid by the Member, shall be an Individual Assessment against the Living Unit Owner, collectible through the lien process as with any other unpaid assessment.

The invalidation by any court of any of the conditions or restrictions contained herein shall in no way affect any of the other conditions or restrictions which shall remain in full force and effect.

(b). PROCEDURE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF CERTAIN COVENANTS OF THIS DECLARATION: The POA shall not impose a fine, suspend voting or infringe upon any other rights of a Living Unit Owner for the violation of the terms and covenants of this Declaration, or any rules or regulations which may be promulgated by the POA unless and until the following procedure is followed:

(1.) Demand. Initial requests for compliance will be sent by the Director of Community Services. If further action is required, the issue of non-compliance will be referred to a committee appointed by the Board. This committee may include members of the Board. Upon determination by this committee that a violation exists, written demand of cease and desist from an alleged violation shall be sent to the Living Unit Owner allegedly in violation which shall specify:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period of not less than fourteen (14) days to correct the problem.

(2.) Notice. If the violation continues past the deadline stated in the demand, or if the same rule or regulation is subsequently violated, the Board shall send to the Living Unit Owner allegedly in violation, a notice of the intent of the Board to levy a fine and/or suspension. The notice shall inform the Living Unit Owner of the right to a hearing before an impartial hearing panel made up of Living Unit Owners who are not Directors nor relatives of Directors. The notice shall specify:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and

(iv) The proposed sanction to be imposed.

(3.) Hearing. The hearing shall be held before the impartial hearing panel pursuant to the notice and shall afford the Living Unit Owner reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the Living Unit Owner allegedly in violation appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing.

(4.) Appeal. The Living Unit Owner found to be in violation shall have the right to appeal the decision of the hearing panel to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within ten (10) days after the hearing date.

Signed, sealed and delivered this ___ day of _____, 2007.

WITNESS:

The Golf Village at Admiral's Cove Master Property Owners Association, Inc.

Print Name: _____

By: _____
John O'Reilly, President

Print Name: _____

Print Name: _____

By: _____
Gary Bard, Secretary

Print Name: _____

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF _____

The foregoing Amended and Restated Declaration of Covenants, Restrictions and Easements for The Golf Village at Admiral's Cove were acknowledged before me this ____ day of _____, 2007, by, John O'Reilly as President of The Golf Village at Admiral's Cove Master Property Owners Association, Inc., a Florida corporation, on behalf of said corporation. He [] is personally known to me or [] has produced _____ as identification.

Notary Seal

Notary Public
My Commission Expires:

STATE OF _____
COUNTY OF _____

The foregoing Amended and Restated Declaration of Covenants, Restrictions and Easements for The Golf Village at Admiral's Cove were acknowledged before me this ____day of _____, 2007, by, Gary Bard as Secretary of The Golf Village at Admiral's Cove Master Property Owners Association, Inc., a Florida corporation, on behalf of said corporation. He [] is personally known to me or [] has produced _____ as identification.

Notary Seal

Notary Public
My Commission Expires: