

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 20th day of February 1979. by L.J.A. DEVELOPMENTS, INC., hereinafter called "Developer", who declares that the real property described in Article II, which is now owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

- a) The word "restrictions" as herein used shall include and mean, covenants, agreements, conditions, provisions, easements, dedications, reservations, limitations and changes as herein set forth.
- b) The word "owner" as herein used shall include and mean any owner of the fee simple title to any portion of the Property; except that the Developer shall not be included with the definition of owner, When an owner is required to do or refrain from doing an act, such requirement shall apply similarly to his agent, lessee, or anyone subject to the control of or claiming an interest in any portion of the property by, through, under or against the owner.
- c) The word "Association" shall mean and refer to the proposed Homeowner's Association which will be a Florida corporation not for profit.

ARTICLE II

Property Subject to This Declaration

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more particularly described on Exhibit A attached hereto, all of which real property shall hereinafter be referred to as "The Property". Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot of the property described in Article II shall be a member of the Association, provided that any such person **or entity who holds** such interest merely as a security for the performance of any obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. From and after the happening of this event, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer for each Lot owned by it within The Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and

costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(3/89) The first sentence of Article IV, Section 2 of the Declaration, on Purpose of Assessments, is hereby amended to read as follows:

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used for the purpose of maintaining the lakes located on the property and for such other maintenance and improvements which the Board of Directors of the Homeowners' Association considers necessary or appropriate.

All work pursuant to this section and all expenses incurred by the Association in connection with the maintenance as heretofore set forth shall be paid for by the Association through assessments imposed in accordance with this Article.

(3/89) The third sentence of Article IV, Section 2 of the Declaration is hereby amended to read as follows: All such assessments by the Association for work pursuant to this section shall be applied equally to all lot Owners.

No Owner may waive or otherwise escape liability for such assessment by non-use of the lake or canal or abandonment of his right to use same. The Association shall have the power and authority from time to time to adopt and enforce rules and regulations governing the use of the lake and Developer reserves the right to impose such uses and restrictions in any amendment to this Declaration.

Section 3. Exterior Maintenance. The Association through action of its Board of Directors taken by not less than two-thirds favorable vote of such Board may provide exterior maintenance upon each Lot as follows: mow or have the grass and other growth mowed, remove dead trees, shrubs, plants, refuse, piles, garbage, rubble, debris or other unsightly objects from the Owner's property. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done (or was ordered by the Association to be performed, whether or not done) and shall constitute a special maintenance assessment or charge to be paid immediately upon notice of same to the Owner.

Section 4. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association; The Remedies of Developer, Enforcement by Other Owners. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

(6/90) Amend Article IV, Section 4, paragraph second of the Declaration to read as follows:

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment will be increased by a late penalty of ten dollars (\$10.00) for each month or partial month of a late payment. The association may bring an action at law against the Owner personally obligated to pay the same or may record a Claim of Lien against the property or may foreclose the Lien against the property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, reasonable attorney fees and costs of preparing and filing of the Claim of Lien and 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 to be fixed by the court together with the costs of the action. It shall be the legal duty and responsibility of the Association to enforce payment of the assessments.

When in the sole judgment of the Developer an Owner has failed to comply with any of the provisions of this Declaration, the Developer may perform the work to be done or cause the work to be done and shall be compensated for said work at a reasonable sum to be secured by a Lien on the land which may be foreclosed in the same manner as a real property mortgage, in which event Developer will be entitled to all costs and reasonable attorney's fees on both the trial and appellate level.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender now or hereafter placed upon the properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchase or mortgagee shall

hold title subject to the liability and lien for any assessments becoming due after any of the aforesaid acts. Any unpaid assessment which cannot be collected as a lien against a lot by reason of the provisions of this Section 5 shall be deemed to be an assessment divided equally among, payable by, and a lien against all lots, including the lot as to which any of the aforesaid acts took place.

Section 6. Access At Reasonable Hours. For the purposes only of performing the exterior maintenance authorized by this Article or maintenance of the lake and canal, the Association or Developer, through duly authorized agents or employees or contractors, shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any day except Sunday.

ARTICLE V

Section 1. No Commercial Use of Property. No Owner shall utilize his property for any commercial use, be it wholesale or retail. Further, there shall be no publicizing of any commercial use or business by an Owner on his property.

Section 2 Vehicles. Last amended 12/95 to read as follows:

In order to maintain the standards of appearance of the various lots with respect to residential appearance, no trucks with (a) more than four wheels, (b) more than three quarter ton capacity, (c) more than a four foot by eight-foot cargo space, and (d) a cargo height more than one foot higher than the cab; commercial vehicles; airplanes; boats, except those being used or left on the lakes of Olde Bridge Run; house trailers; boat trailers; campers; recreational vehicles; or other trailers shall be permitted to be parked or to be stored at any place on any lot except in an area screened from view of any other lot. An exception shall be granted during the period of construction of a single family residence. No automobiles shall be parked on the property overnight except on the driveway area or in the vehicle storage area. In no event shall any vehicle be stored on the property or be allowed to remain on the property, except in a garage, which does not have a current automobile tag or which is inoperable. Repair vehicles shall be permitted only in the garage of a single family residence."

(original) Section 2. Vehicles. No vehicles without current valid license plates shall be permitted upon the property of Owner for more than a twenty four (24) hour period. Further, no commercial vehicles of Owner shall be permitted upon the property, if such vehicles display or advertise for any commercial service or business. Vehicles which are missing one or more wheels, or which are not in an operating condition shall not remain upon any portion of the property for more than two (2) consecutive days. No airplane shall be permitted upon the property. No trucks larger than a two axel "pick-up" shall be permitted upon the property on a regular basis, and in any case not longer than a twenty-four (24) period. Certain provisions in this Section shall not be applicable during the time that improvements are being constructed on the property; waiver of such provisions must be received from the Association.

(6/90) Vehicles. In order to maintain the standards of appearance of the various lots with respect to residential appearance, no trucks larger than a four wheel pick-up shall be permitted upon the property on a regular basis, and in any case no longer than a twenty four (24) hour period. No commercial vehicles or airplanes shall be permitted to be parked or to be stored at any place on any lot except in a garage or in an area screened from view of the street and adjoining lots which area is further from the front line lot than the front portion of the single family residence constructed on the lot. An exception shall be granted during the period of construction of a single family residence. No automobile shall be parked on the property except on the driveway area or in the vehicle storage area described above. In no event shall any vehicle be stored on the property or be allowed to remain on the property which does not have a current automobile tag or which might be described as a derelict or wrecked vehicle. Repair vehicles shall be permitted only in the garage of a single family residence.

(4/91) Vehicles: In order to maintain the standards appearance of the various lots with respect to residential appearance, no trucks with (a) more than four wheels, (b) more than 3/4 ton capacity, c) more than a 4 foot by 8 foot cargo space, and (d) a cargo height more than 1 foot higher than the cab; commercial vehicles; airplanes; boats, except those being used or left on the lakes of Olde Bridge Run; house trailers; boat trailers; campers; recreational vehicles; or other trailers shall be permitted to be parked or to be stored at any place on any lot except in a garage or in an area screened from view of any other lot. An exception shall be granted during the period of construction of a single family residence. No automobile shall be parked on the property overnight except on the driveway area or in the vehicle storage area described above. In no event shall any vehicle be stored on the property or be allowed to remain on the property, except in a garage, which does not have a current automobile tag or which is inoperable. Repair vehicles shall be permitted only in the garage of a single family residence."

Section 3. Signs. (a) No Owner shall exhibit a "For Sale" or "For Rent" sign on his, hers or its lot within one (1) year from date of conveyance of said property by the Developer. Subsequent to said one (1) year period, "For Sale" or "For Rent" signs are permitted provided they do not exceed 28 inches in width nor 20 inches in height. This provision shall not apply to the Developer.

Section 4. Property Maintenance, Mowing and Grove Care. Each Owner shall keep his property mowed so that the grass and growth on said property does not grow to a height in excess of 12 inches from the ground. The structures and grounds on all property shall be maintained by the Owner in a neat and attractive manner, including, without limitation, having the grass, weeds, undergrowth and other vegetation cut when, and as often as is necessary, and including removal from the property of any dead trees, shrubs and plants. No refuse, pile, garbage, rubbish, debris or other unsightly objects shall be permitted to remain on the property, except for building materials during the course of construction.

Section 5. Setbacks. No building or any part thereof or any projection thereof shall be erected on any portion of the property within 35 feet of any right-of-way or within 15 feet of any boundary line of property owned by someone other than the Owner. Measurements shall be at right angles to the property line. All fences shall be erected so that they do not interfere with drainage, road, utility or other easements.

Section 6. Safe-Sight Restrictions at Intersections - No fence, wall, hedge, shrub, planting or other planting or structure shall be placed or permitted to remain at any point within a radius of 25 feet of any street intersection so as to obstruct the line of sight within the area encompassed by said radius at elevations between two (2) feet and seven (7) feet above, the crown of the roadways. A Similar prohibition for a ten (10) foot radius shall apply to the intersection of any road right-of-way line with a drive-way. No trees shall be permitted to remain within said prohibited areas unless the foliage line is maintained at a sufficient height to prevent obstruction of the lines of sight specified.

Section 7. Minimum Building and Land Area. No type of use shall be permitted except for a one-family residence provided that additional space, including a guest house, may be provided for servants and temporary guest.

(3/89) The second sentence of Article V, Section 7 of the Declaration is hereby amended to read as follows: Every one-family residence constructed must have a minimum floor area of 2,800 square feet, measurements to consist of enclosed air-conditioned floor area on each floor exclusive of garages and open porches.

(a) No lot shall be subdivided nor may the Owners of any lots provide for separate ownership of a portion of a lot and not more than one residence may be constructed on any lot as platted, whether said plat is recorded or not.

Section 8. Plan and Architectural Approval. No walls, fences, drive ways, property lines, poles, setbacks, building, hedges, grading or planting shall be commenced, erected, or maintained, nor shall any addition to or change to or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme of the exterior, location of such structural work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Developer, and a copy thereof as finally approved, left permanently with the Developer. Each such structure shall be placed on the premises only in accordance with the plans and specifications and plot plan as approved. The Developer shall have the right to refuse to approve any such plans and specifications or grading plan which are not suitable or desirable. in its sole discretion, for any reason, including purely esthetic grounds; and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built; the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

(6/90) A new last sentence is hereby added to Article V, Section 8 of the Declaration to read as follows: "Up to one (1) flagpole to a height of twelve (12) feet above ground level, and one satellite disk up to a diameter of one (1) meter may be erected on each lot."

The Developer states that it is its intention that all roofs on homes to be constructed on the subject property should be no less than a thick-butt dimensional asphalt shingle which shall be subject to strict approval of Developer.

Issuance by appropriate governmental authority of a building permit in contravention of these restrictions shall not prevent the Developer or any of the other Owners from enforcing these provisions.

All lines, wires, conduits, or other means for conveying telephone service, electric power or other utilities shall go from the property lot line to the structures on each parcel underground, provided, however, the initial connection to the utility company may be to a pole erected by the utility company in the easements provided for utilities.

Section 9. Temporary Structures and Construction. No trailers, mobile homes, tents, shacks or other such structures of temporary character shall be placed upon the property except such structures as are customarily used, and are actually being used, in the construction of a structure permitted by the terms of these restrictions except as hereinafter provided. The finishing of the outside of every structure shall be completed within six (6) months from the date construction begins. A building which has been approved as accessory to a residence may not be built prior to the erection of the residence itself. An Owner may place a trailer or mobile home on the property on a temporary basis only provided the following conditions are met:

- a) A building permit for a house has been issued by the governmental authority having jurisdiction, and
- b) Construction is commenced within thirty (30) days of placing the mobile home or trailer, and
- c) A permit for the trailer or mobile home is issued by the governmental authority having jurisdiction.

d) The trailer or mobile home will not remain more than six (6) months, plus two six (6) month renewals, provided said renewals are granted by the governmental authority with jurisdiction.

Section 10. Easements and Swale Areas. Easements for installation and maintenance of utilities and drainage facilities and for road rights-of-way are established. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may change any contour of the swales located in the rights-of-way or easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot. Easements are planned to allow the flow of traffic to and from roads on adjoining lands.

Section 11. Tree Replacement. In the event any tree or trees situated on the property as of the date these restrictions are placed of record shall be removed or die, Owner at his own expense shall replace said tree or trees with a tree or trees of like kind and size. If Owner shall fail to so replace any tree or trees within thirty (30) days after receipt of written notice by Developer to do so, then Developer shall have the right to replace any dead or removed tree or trees and shall be compensated by Owner for the cost of the tree or trees as well as the cost of planting same. Payment of said costs shall be secured by a lien on the Owner's land which shall be foreclosed in the same manner as a real property mortgage, in which event Developer shall be entitled to all costs including, but not limited to, reasonable attorney's fees on the trial and appellate level.

Section 12. Fences. There shall be no chain link fences nor no fences greater than four (4) feet in height placed on the property except that Developer may do so during construction for security reasons. Further, there shall be no fences or other obstructions placed on or across that property designated on Exhibit C attached hereto which is subject of bridle path easement created by Developer on even date.

Section 13. Animals. The only animals permitted on the property other than ordinary house pets shall be horses used for recreational purposes.

Section 14. Use of Recreational Areas, including Lakes and Bridle Path. There shall be no motor propelled vehicles used on any recreational area of the property including lakes and bridle path as described on Exhibit C.

Section 15. Facilities for the Care of Horses. Notwithstanding anything to the contrary stated herein, subject to the provisions of Section 8 herein, an Owner may be permitted to construct facilities for the care of horses that they own or are keeping for recreational purposes, such facilities to include those structures commonly known as "a barn in tack" on their property. Such structure will be subject to any and all governmental regulations and any and all setback requirements as stated herein.

Section 16. Control. With reference to the Plan and Architectural Approval reserved to Developer in Section 8 in this Article, Developer may relinquish same to the Association at such time as Developer elects, but in no event later than the earlier of (1) Developer transferring title to all of The Property to other parties than itself, or (2) at such time as otherwise provided herein.

Section 17. Exceptions. The Developer is aware that enforcement of these restrictions may in certain cases work an undue hardship upon an Owner. Consequently, the Developer shall have a right to grant exceptions to any and all of the restrictions as it shall, in its sole discretion, deem to be appropriate; provided that such exceptions shall not violate the spirit of the restrictions nor change the whole concept of the development. Any such exceptions shall be effective only as to that portion of the property specifically described and shall not operate to waive the restrictions nor grant any exception to any other portion of the property. If any such exception be granted, the same shall be effective upon being made a matter of record in the Public Records of Broward County, Florida.

(6/90) Amend Article V of the Declaration to add a new Section 18 to read as follows:

Section 18. Commencement of Construction. Every owner of a lot covered by this Declaration who purchases said lot after March 1, 1990, must commence construction of an approved single family residence thereon with twenty-four (24) months of said purchase.

ARTICLE VI
General Provisions

Section 1. Duration and Severability. The restrictions herein contained shall run with the land. Except for the provision of Article V, Section 10, the restrictions shall remain in force and effect and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date hereof. The provisions of Article V, Section 10, shall be perpetual, subject only to exceptions or amendments pursuant to the terms of this instrument. Invalidation of any part of or all of one or more of the restrictions herein contained shall not invalidate any or all of the remaining restrictions, and this Declaration shall be in full force and effect with regard to all remaining restrictions.

After the first period of thirty (30) years said restrictions shall be automatically extended for three (3) successive periods of thirty (30) years each unless an instrument signed by the then Owners of a majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Notice. 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, postpaid to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing, or alternatively, to the name and address appearing on the most recent county tax roll.

Section 3. Enforcement (amended 12/09)

a) If any person shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any person owning any of the remaining property, for the Association or for the Developer to pursue any proceeding at law or at equity against said violator or attempted violator to prevent him from so doing, or to recover damages for such violation. In any such proceeding, the Developer shall be entitled to recover all costs incurred in the proceeding including a reasonable attorney's fee on both the trial and appellate level should the Developer prevail. In addition to the foregoing, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and/or the Rules of the Association, and the Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorney's fees incurred to bring about the compliance, from the Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred to bring about compliance, or to obtain a judgment should litigation be necessary, shall be deemed to be a special assessment against the Lot and shall be collectible in the same fashion as any other assessment as provided in Article VI hereunder.

b) Violation of any restrictions contained herein shall give the Developer the right to enter upon the property upon which or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any construction, thing or condition that may be or exists thereon contrary to the provisions hereof. Any cost incurred by the Developer pursuant hereto shall be a lien against the property.

c) Failure by the Developer, the Association or any other Owner, however long continued, to object to any violation or to enforce any restrictions contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Section 4. Assignment. Any or all of the rights and powers, title, trusts and estate reserved or created in, or given to the Developer by this Declaration may be assigned by it to any one or more persons, corporation or associations, public or private. Any such assignment or transfer shall be made by an appropriate instrument in writing recorded among the Public Records of Broward County, Florida. Thereupon the assignee or transferee shall have the same rights and powers as are herein given to or reserved by the Developer.

Section 5. Amendment. Until January 1, 1982, the Developer in its sole discretion shall have the right to alter, modify or amend, in whole or in part, any or all of the restrictions herein contained. Subsequent to said date, the Owner or Owners of in excess of fifty percent (50x) of the property, with the consent of the Developer shall have such right. If any such action shall be taken, the same shall be effective upon being made a matter of record in the Public Records of Broward County, Florida. The Developer shall not in any manner be liable for violations of these restrictions by anyone.

Section 6. Construction. The Developer shall have the right to construe and interpret these restrictions; its construction and interpretation made in good faith shall be final and binding as to all persons or property benefited or bound by these restrictions.

Section 7. Termination. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for three (3) successive periods of thirty (30) years each unless an instrument signed by the then Owners of a majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the said Developer has hereunto set his hand and seal this day of February 1979.

L.J.A. DEVELOPMENTS, INC.

By: Joel Amstell, President

Frank Bianchini, Sr., Secretary