

# PORT ANTIGUA

**AT CORAL BAY HOMEOWNERS ASSOCIATION INC.**

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**UNCERTIFIED EASY-TO-READ VERSION**

**incorporates all amendments approved as of June 2019**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PORT ANTIGUA AT CORAL BAY VILLAGE ASSOCIATION, INC.**

THIS DECLARATION, made by FN PROJECTS, INC., a California corporation, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the sole owner of all of that certain real property, located in Broward County, Florida, as more particularly described in Exhibit A, annexed hereto ("the Village"); and

WHEREAS, in order to develop the Village and preserve and enhance the values and amenities of the Village and the architectural integrity and standard of the Village, it is necessary to declare and subject the Village to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a homeowners' association certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Declarant hereby declares that the Village shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and that the provisions of this Declaration shall be covenants running with the lands which comprise the Village and shall be binding on all parties having any right, title or interest in the Village or in any portion thereof, their heirs, personal representatives, successors and assigns and shall inure to each portion of the Village.

**ARTICLE 1  
ESTABLISHMENT OF VILLAGE**

1.1. **Authorization for Establishment.** The Village is being established by Declarant pursuant to Article 4 of that certain Declaration of Covenants, Conditions and Restrictions for Coral Bay (together with any amendments thereto existing as of the date hereof), as originally recorded in Official Records Book 17206 at Page 62 of the Public Records of Broward County, Florida ("the Master Declaration").

1.2. **Supremacy of the Master Declaration.** The provisions of this Declaration and the rights and obligations granted herein or pursuant hereto are expressly subject to and subordinate to the provisions of the Master Declaration.

1.3. **Obligations of the Village and Village Association.** It is the intention of the Master Declaration that each Village Association established pursuant thereto, including but not limited to this Village Association, shall be a discrete and autonomous organization subject, however, to the provisions of the Master Declaration in general and Section 1.2 hereof in particular. Anything herein to the contrary notwithstanding, there shall remain vested in the Owners, Declarant, the CDD and all the Village Associations the right, jointly and/or severally, to take whatever steps they deem appropriate to insure that this Village Association and all other Village Associations shall comply with any, every and all of their obligations hereunder and under the Master Declaration in a full, faithful and timely manner. By way of example, but not of limitation, in the event that, for whatever reason, the Village Association shall fail to enforce rules regarding uniformity of exterior colors against Owners in its particular Village, Declarant, the CDD, the other Village Associations and the Owners shall have the right to enforce such rules on behalf of the Village Association, and shall have all of the rights against the Village Association as set forth in the Master Declaration.

1.4. **Cooperation With the CDD and Other Village Associations.** Nothing contained herein shall be deemed to preclude the Village Association from cooperating with the CDD, Declarant or other Village Associations if such cooperation would, in the Board's opinion, be in the best interests of this Village.

## **ARTICLE 2 DEFINITIONS**

**Interpretation and Flexibility.** The defined terms set forth below shall apply unless the context shall require a contrary interpretation. In the event of any ambiguity or question as to whether any person, entity, property or improvement shall fall within any of the definitions contained in this Article, Declarant's determination (as evidenced by a recorded Supplemental Declaration) shall be binding and conclusive,

A. "Articles of Incorporation" means the Articles of Incorporation of the Village Association.

B. "Board" or "Board of Directors" means the board of directors of the Village Association,

C. "Builder" means a purchaser/owner of Land from Declarant engaged in the construction and sale of Units thereon.

D. "By-Laws" means the By-Laws of the Village Association.

E. "CDD" means the Community Development District (or special taxing district) established by Declarant for lands subject to the Master Declaration, including the Village, pursuant to Chapter 190 of the Florida Statutes, or an existing special taxing district of which the Village shall become a part.

F. "Commercial Building" means a structure containing one or more Commercial Units.

G. "Commercial Land" means any portion of the Village now or hereafter zoned for commercial use or shown as being intended for such use on an applicable plat or site plan.

H. "Commercial Unit" means a portion of the Village subject to exclusive ownership and used or to be used as a physically separate retail, service, office or other non-residential purpose.

I. "Committee" means the Architectural Control Committee of the Village Association.

J. "County" means Broward County, Florida and its duly authorized agencies and authorities, as applicable.

K. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for the Village being established pursuant to this Declaration, including all Exhibits annexed hereto, as well as Supplemental Declarations.

L. "Declarant" means: (a) FN Projects, Inc., a California corporation, its successors and those to which Declarant's rights hereunder shall be assigned specifically; and (b) for purposes of taking actions on Declarant's behalf under this Declaration, Declarant's duly appointed agent(s). Declarant shall have the right to assign all or a portion of its rights hereunder in connection with all or a portion of the Village. In the event of any partial assignment, the assignee shall not be deemed "a Declarant," but shall have all such rights as specifically assigned to it. As used with regard to Declarant, "successors and/or assigns" specifically does not include transferees of individual Units.

M. "Improvement" means any structure or artificially and intentionally created condition, together with all appurtenances thereto, of every type and kind located within the Village, including, without limitation, buildings, outbuildings, walkways, sprinkler pipes, roads, sidewalks, alleys, street lights, driveways, parking areas, recreation facilities, bodies of water, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, planted trees and shrubs, conduits for telephone lines, storm drainage, cable

television lines and site lighting poles, signs and shared equipment and/or utility-type services such as water, sewer and electrical systems, and other commonly shared equipment and/or utility-type services, if any.

N. "Institutional Lender" means any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association which has a mortgage lien upon any Residential Unit or which has acquired and holds title to such Unit either as a result of its foreclosure of any such mortgage lien or by its receipt of a deed in lieu of foreclosure.

O. "Lake" means that certain body of water presently having a surface area of approximately sixty-nine (69) acres, at least a portion of which is located within the Community, as more particularly shown in the Plats. The Lake is a part of "the Common Properties" as defined in the Master Declaration.

P. "Land" means any Commercial Land and/or Residential Land.

Q. "Member" means a member of the Village Association.

R. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Land or Unit.

S. "Plat" means the plat of any portion of the Village, as may, from time to time, be recorded in the Public Records of Broward County, Florida.

T. "Permitted Unit" means a Unit planned to be built within the Village, but not yet constructed or not yet issued a certificate of occupancy. The number of Permitted Units within this Village shall be:

(1) the total number of Units permitted to be built within this village as determined by site plan or land use plan approved by the applicable governmental authority, recorded plat, or Declarant's estimate of the number of Units permissible within this Village; less

(2) the total number of Units actually existing at such time within this Village.

U. "Residential Land" means any portion of the Village zoned or shown on an applicable plat or site plan as being intended for residential use.

V. "Residential Unit" means a part of the Village subject to exclusive ownership and used or to be used for single-family residential purposes, including, without limitation, each single-family dwelling, detached or attached, villa, patio home, condominium or other form of dwelling, whether planned, constructed or occupied.

W. "Supplemental Declaration" means an amendment to this Declaration as may be recorded from time to time in the Public Records of Broward County, Florida.

X. "Unit" means any Commercial Unit or Residential Unit in this Village.

Y. "Village" means all of the Land, including Units and Common Properties, located within the real property described in Exhibit A attached hereto, and any and all additions to or withdrawals from the real property described in Exhibit A, as may hereafter be made subject to the provisions of this Declaration.

Z. "Village Association" means Port Antigua at Coral Bay Village Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

AA. "Village Expenses" means all costs and expenses properly incurred by the Village Association.

### **ARTICLE 3 PROPERTY SUBJECT TO THIS DECLARATION**

3.1. **Existing Property.** The parcel of real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, as more particularly described in Exhibit A annexed hereto.

3.2. **Supplements.** Declarant may, from time to time, submit other parcel(s) of real property to the provisions of this Declaration by recorded Supplemental Declaration(s), none of which shall require the consent of any then existing Owner or of the CDD. Nothing herein shall obligate Declarant to add to the Village property other than as set forth in Exhibit A; nor shall anything herein prohibit Declarant from causing some or all of such property to be rezoned and/or from changing development plans with respect to such property. Each Owner by acceptance of the deed to his Land or Unit, automatically consents to any such rezoning, change, addition or deletion sought or made by Declarant after acceptance and, if requested by Declarant, shall execute, acknowledge and deliver such documents or joinders as Declarant, in its sole discretion, shall deem necessary.

3.3. **Withdrawal.** Declarant reserves the right, unilaterally, at any time and from time to time, to amend this Declaration without prior notice to and without the consent of any person or entity, for the purpose of removing any portion of the Village then owned by Declarant from the provisions of this Declaration, but only to the extent that such portion(s) shall have been included originally in error or as a result of any change whatsoever in the plans for the Village made by Declarant; provided, however, that such withdrawal shall not be unequivocally contrary to the overall uniform scheme of development for the then remaining portions of the Village. Any withdrawal of land not then owned by Declarant shall not be effective without the joinder of the then owner(s) of such land.

## **ARTICLE 4 EASEMENTS AND OTHER PROPERTY RIGHTS**

4.1 **Easements In General.** If any grant of any easement in this Declaration would otherwise fail by virtue of the nonexistence of the grantee thereof as of the date of this Declaration, then the Village Association or the CDD, as the case may be, automatically shall be deemed to be the attorney-in-fact for such grantee to hold the interest created by such grant of easement until such grantee shall come into existence, at which time the interest created by such grant of easement automatically shall become vested in such grantee.

4.2 **Easements for Access.** Declarant hereby reserves for itself, the Village Association, the CDD and their respective successors and assigns, perpetual non-exclusive easements of ingress and egress over and across any and all roads and accessways to and from any public roadway(s) constructed from time to time within the Village, which easements shall be for the use of Declarant, the Village Association, the CDD, Owners and their respective lessees, employees, agents, invitees, licensees and all of their respective successors and assigns.

4.3 **Easements for Maintenance.** Easements are hereby reserved in favor of the Village Association and the CDD under, upon, across, through and over all portions of the Village for the purpose, as deemed necessary by the Village Association, or by the CDD, as the case may be, for preserving and maintaining the land, the Units and carrying out its responsibilities under this Declaration; provided, however, that all such activity shall be undertaken in a manner so as to minimize interference with any Owner's use of his property.

4.4 **Easements for Zero Lot Line Maintenance.** When any Land ("the Servient Estate") shall abut a zero lot line lot, ("the Dominant Estate") upon which a dwelling has been or is permitted to be constructed contiguous to the interior property line between the Dominant Estate and the Servient Estate, then the Owner of the Dominant Estate shall have an easement over the Servient Estate, which easement shall be four (4) feet wide contiguous to the interior property line running from the front to the rear property line of the Servient Estate for the following purposes:

A. For painting, repairing and otherwise maintaining each wall of the Residential Unit in such Dominant Estate abutting the aforesaid property line.

B. For support in and to all structural members, footings and foundations of any Improvements on the Dominant Estate; provided, however, that nothing herein shall be construed as requiring the Owner of the Servient Estate to erect (or permit erection of) columns, load bearing walls or other structures on the Servient Estate for support of the Improvements on the Dominant Estate.

C. For entry upon and ingress and egress through the Servient Estate with persons, materials and equipment to the extent reasonably necessary in the performance of maintenance, repair, replacement of any of the Improvements on the Dominant Estate.

D. For overhanging troughs, gutters and downspouts and the discharge therefrom of rainwater and subsequent flow thereof over the easement area.

4.5 **Easement for Improvements.** If, for any reason:

A. Any Improvements or any portion of the Common Properties are built or exist upon any portion of the Land or Units; or

B. Any other similar situation shall hereafter or heretofore exist as a result of:

- i. Construction by Declarant of any Improvement;
- ii. Settling or shifting of any Improvement;
- iii. Any alteration or repair made to the Common Properties or any other portion of the Community; or
- iv. Any repair or restoration of any Improvement after damage by fire or other casualty or taking by condemnation or eminent domain proceedings;

then, in any such event, an easement shall exist for such Common Properties or Improvements, as the case may be, and for the maintenance of same so long as the said Improvements or Common Properties shall exist. The term Improvements shall include, but not be limited to, walkways, sidewalks, parking areas, walls, landscaping, fences and the Perimeter Wall.



4.6 **Extent of Easements.** The rights and easements created hereby shall be subject to the following:

A. The Village Association's right reasonably to limit the number of each Owner's guests and invitees using such rights and easement;

B. The Village Association's right to suspend the rights and easements of enjoyment of any Member for the period during which any assessment levied against such Member shall remain unpaid, and, for a period not to exceed sixty (60) days, for any infraction of its Rules and Regulations by such Member, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the Village Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Village Association shall not suspend the right to use any roads within the Village; and provided, further, that the Village Association shall not suspend any rights and easements reserved herein by Declarant.

C. The right of the CDD to place any reasonable restrictions upon the use of any roads within the Village, including, but not limited to, the maximum and minimum speeds of vehicles using the roads and other traffic and parking regulations.

D. The title holder's right to give, dedicate or sell all or any portion of the Village Properties to the CDD, any other public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by such title holder.

E. All rights and easements retained in the Master Declaration in general, and in Article 3 thereof in particular.

4.7 **Construction Activities.** Declarant, its agents, contractors, subcontractors, licensees and/or other designees may, from time to time, be engaged in construction, excavation, blasting and other activities within or in proximity to the Village. By acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, each such Owner, lender and user and their respective successors and assigns automatically acknowledge, stipulate and agree:

A. None of the aforesaid activities shall be deemed a nuisance or offensive activity;

B. Not to enter upon or allow other persons under their direction or control to enter upon any portion of the Village where such activity is being conducted (even if not being conducted actively at the time of entry, such as at night or otherwise during non-working hours); and

C. Declarant, its agents, contractors, subcontractors, licensees and designees, shall not be liable for any direct or consequential losses, damages, injuries or deaths arising from or relating to the aforesaid activities.

## **ARTICLE 5 FUNCTIONS OF THE VILLAGE ASSOCIATION**

5.1 **In General.** The Village Association shall be subject to the authority of the CDD and the provisions of the Master Declaration.

5.2 **Maintenance and Repair.** All maintenance, repairs and replacements of, in or to any Unit, whether structural or non-structural, ordinary or extraordinary, including without limitation, maintenance, repair and replacement of screens, windows, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor covering, sod, landscaping, driveways or other property belonging to the Owner, shall be performed by the Owner of such Unit at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

5.3 **Village Association Expenses.** The Village Association shall, through the Board, fix and determine from time to time the sum(s) necessary and adequate to provide for the Village Association's expenses.

5.4 **Security.** Certain security procedures may be adopted to promote the safety, security and welfare of the Village. No representation, guaranty, warranty or assurance is made or given that any security systems or procedures instituted within the Village shall prevent personal injury or damage to or loss of personal property. Neither Declarant nor the Village Association shall be liable for any personal injury or for any loss or damage to personal property which may result from the failure of any security system or procedures adopted from time to time. Each Owner will be obligated to pay a portion of the expenses for maintenance of security within the Village.

5.5 **Effect of CDD on operations.** The Village is a part of the CDD. The CDD's powers include the authority to operate and maintain systems and facilities for the following basic infrastructures:

A. Water and waste water management and control for the lands within the CDD (and the Village) and connection of some or any of such facilities with roads and bridges;

B. Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract,

grade, fill or cut, and roadways over levies and embankments and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill or cut; and

C. Roads equal to or exceeding the specifications of Broward County.

In addition to these general powers, the CDD may obtain from the local government, power to regulate parks, fire prevention and control, schools, security, mosquito control and waste collection and disposal and any other power permitted under Section 190.012, Florida Statutes. Nothing contained herein is intended to limit the authority of the City of Margate, Florida to operate and maintain the water supply and sewer system serving the Village.

5.6 **Discharge of Declarant.** To the extent that the CDD shall undertake to provide any of the services or perform any of the functions that Declarant and/or the Village Association is required or permitted to perform, or shall undertake any of the responsibilities and obligations of Declarant or the Village Association, then Declarant and the Village Association shall be discharged of those responsibilities undertaken by the CDD, and the applicable assessments and budgets shall be adjusted accordingly.

## **ARTICLE 6 ASSESSMENTS**

6.1 **Purpose.** The assessments levied by the Village Association shall be used to promote the common health, safety, benefit, recreation, welfare and aesthetics of the Owners. The assessments shall be at the rates and shall commence as provided below.

- A. **Residential Land and Units.** Each parcel of Residential Land shall be assessed at a rate equal to twenty percent (20%) of the assessments which would be applicable to such Land if all Residential Units permitted to be constructed thereon were to be constructed and conveyed; provided, however, that all Residential Units within the Village shall be assessed equally at the full (i.e., 100%) rate commencing on the first day of the second calendar month after the earlier of: (1) the issuance of the Certificate of Occupancy (or its equivalent) for the Residential Unit; or (2) the recording of the deed to the Residential Unit to the first purchaser thereof from the party constructing such Unit.
- B. **Commercial Land and Commercial Units.** In recognition of the fact that varying uses of any Commercial Land will have different impacts

on the Village and in order to preserve Declarant's flexibility in providing for appropriate applications of this Declaration, Declarant shall determine the assessment rate and its commencement date as to each parcel of Commercial Land and/or each Commercial Unit by providing for same in a Supplemental Declaration. It is specifically contemplated, though not mandated, that any Commercial Units shall pay assessments at generally lower rates than Residential Units and shall not be subject to any assessment until a Certificate of Occupancy (or its equivalent) shall have been issued therefor.

6.2 **Annual Assessments: Budget.** The Board shall fix, determine and collect the sums necessary and adequate to pay for the Village Association's expenses. The annual assessment shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the fiscal year. The Village Association's fiscal year shall be the calendar year. Its first fiscal year shall begin on the date this Declaration shall be recorded in the Public Records of Broward County, Florida and shall end on the last day of such year. Assessments shall be payable yearly in advance at the Village Association's main office or at such other time or place as determined by the Board. The payment of any assessment shall be in default if it shall not be paid to the Village Association on or before its due date.

6.3 **Special Assessments and Special Individual Assessments.** In addition to the annual assessments, the Village Association shall have the power to levy special assessments to pay the costs of such items as are determined to be necessary or appropriate by the Board. Special Assessments shall be allocated to and paid by each Unit on the same basis as all other assessments and shall be due and payable in the amount and at the time determined by the Board. Special Individual Assessments are assessments which may be levied by the Village Association against one or more specific Units and Owners and in differing amounts as determined necessary or appropriate, to be by the Board in accordance with the provisions of this Declaration.

6.4 **Liens: Personal Obligations: Enforcement.** The Village Association shall have a lien against each parcel of Land and each Unit for assessments thereon, which lien shall be effective upon recording a Claim of Lien in the Public Records of Broward County, Florida. A Claim of Lien shall state the description of the Land or Unit encumbered thereby, the name of the record owner (as set forth in the Village Association's records), the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the Claim of Lien shall have been recorded, unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. The Claim of Lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Final Judgment of Foreclosure. Such Claim of Lien shall be signed and verified by an officer or agent of the Village Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record by the Village Association. Declarant, for each parcel of Land and Unit owned by it, and each Owner, by acceptance of a deed to his Land or Unit, shall be deemed to covenant and agree to pay to the Village Association: (1) annual assessments; (2) special assessments;

and (3) special individual assessments. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person(s) or entity(ies) owning such Land or Unit at the time when the assessment shall have come due. Assessments shall bear interest from the due date until paid at the maximum rate allowed by law for an individual. A late charge shall be due in the amount of Twenty-Five Dollars (\$25.00) per monthly assessment or portion thereof past due or fifty percent (50%) of the monthly assessment past due, whichever is greater, and the Village Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the Land or Unit, and there shall be added to the amount of such assessment reasonable attorneys' fees and costs incurred in collecting such assessment, and in the event that judgment shall be obtained, such judgment shall include interest on the assessment and late charges as above provided and reasonable attorneys' fees, together with the cost of the action, including attorneys' fees and costs on appeal. Liens may be foreclosed in the same manner as mortgages are foreclosed.

#### 6.5 **Subordination of Liens to Mortgages.**

A. Except for first mortgagees to the extent provided in Section B below, and except for the Village Association, an Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous owners for all unpaid assessments, late fees, interest, attorneys' fees, collection expenses, fines and other amounts that came due up to the time of transfer of title. In the circumstances when the Village Association has acquired title to a Land or Unit through foreclosure or by deed in lieu of foreclosure, the subsequent Owner's liability for unpaid assessments will be for those amounts which accrued prior to the Village Association acquiring title to the delinquent Lot. Any rent received while the Village Association owns the Land or Unit constitutes independent income and will not be credited against assessments on the Land or Unit arising either prior to or after the Village Association's ownership. In the case of co-ownership of a Land or Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

B. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and any first mortgagee will be relieved of prior debt on a Land or Unit, only as follows:

- i. If statute applies. A first mortgagee or successor holder of a first mortgage which acquires title through mortgage foreclosure will be entitled to such discounted or "safe harbor" obligation to the Village Association as may be provided by statute.
- ii. If no statute applies. If in the future no statute addresses the obligation of a foreclosing mortgagee, the obligation of the

first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: (a) the Land or Unit's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (b) one percent (1%) of the original mortgage debt.

In the circumstances of either (i) or (ii) above, whether or not a mortgage is a first mortgage will be established by the Mortgages and Satisfactions of Mortgages recorded in the Public Records on the date on which the Lis Pendens of a lien foreclosure lawsuit of the Village Association is recorded.

Furthermore, in the circumstances of either (i) or (ii) above, any discounted or "safe harbor" payoff will only be available to the mortgagee originally named in a first mortgage or person or entity who is named the assignee of the first mortgage in an Assignment of Mortgage recorded in the Public Records prior to the entry of a Final Judgment in the mortgage foreclosure lawsuit.

C. In no event shall any second mortgage or other junior mortgage take priority over the assessment lien.

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6.6 **Certificates.** The Village Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate signed by an officer of the Village Association, setting forth whether assessments have been paid. Such certificate shall be conclusive evidence of payment as to any assessment therein stated.

6.7 **Declarant's Options as to Assessments.** Anything herein to the contrary notwithstanding, Declarant shall have the following options so long as it shall be the Owner of any Land or Units within the Village, which options shall be exercisable in Declarant's sole and absolute discretion:

A. Pay assessments upon Land and Units owned by it; or

B. Not pay assessments on some or all of the Land or Units owned by it, and, in lieu thereof, fund any resulting deficit in the Village Association's operating expenses not produced by assessments receivable from Owners other than Declarant. For the purposes of this Section, "deficit" means the difference between: (i) actual operating expenses (excluding capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Village Association (including without limitation assessments, interest, late charges, fines and incidental income) from Owners other than Declarant, together with any surplus carried forward from the preceding year(s). Declarant, from time to time and at any time, may change its election as to the above-stated options by notice to the Village Association.

## **ARTICLE 7 USE STANDARDS AND RESTRICTIONS**

7.1 **Improvements.** All Improvements shall comply with all applicable minimum standards established by the Village Association, the CDD and zoning laws. No Improvement shall be constructed, removed, changed or installed without the Committee's prior written approval (except as hereinafter provided as to Declarant). The Committee shall control not only the initial structures and improvements, landscaping, walls and fences to be constructed, but also any additions, changes or modifications thereof on any Unit, except that all structures constructed by Declarant as well as landscaping, walls and fences installed or constructed by Declarant shall be deemed approved by the Committee. Anything herein to the contrary notwithstanding, any Owner may make alterations, changes and modifications within the interior of his Unit without obtaining the Committee's consent. The Village Association shall have the power to enact Rules and Regulations define to more specifically the provisions of this Section.

7.2 **Maintenance of Improvements.** All Improvements shall be kept in a clean, neat and attractive condition consistent with the general appearance of the Village (as more particularly set forth from time to time in the Rules and Regulations). In the event that an Owner shall fail to so maintain his Land or Unit(s), then, upon approval by two-thirds (2/3) vote of the Board and upon the continuing failure to maintain same following ten (10) days' written notice from the Village Association to the Owner, the Village Association shall have the right, through its agents, employees or designees, to enter upon the subject Unit and to repair, maintain and restore same. The sums expended by the Village Association for such repair, maintenance and restoration shall be assessed against the subject Unit as a special individual assessment. The cost of curing of such defects shall bear interest at the highest rate allowed by law for an individual from the date such costs were incurred. All of said costs, interest and fees shall be a lien upon the affected Land or Unit(s). In order to discourage Owners from abandoning their duties hereunder and additionally to reimburse the Village Association for administrative

expenses incurred, the Village Association shall have the right to impose a surcharge of not more than twenty-five percent (25%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special individual assessment. The Village Association shall not be required to obtain bids for any of the work performed pursuant to this Section.

7.3 **No Leasing in First Year.** During the first twelve (12) months of ownership commencing on the day of execution of the deed, title, or other document of conveyance: i) No Unit may be leased; and ii) No Unit may be occupied by persons other than an Owner who owns in his or her individual capacity (i.e. not through a corporation, limited liability company, or other entity) or that individual Owner's immediate family. Immediate family shall be defined as spouse, parents, siblings, and children. Any occupancy other than by the Owner or the Owner's immediate family shall be deemed a lease. Notwithstanding the foregoing, when a Land or Unit is sold with a tenant renting the Land or Unit, the tenant may remain for the rest of the tenant's then-applicable lease term, provided same is not longer than twelve (12) months. The twelve (12) month time period for this rental/occupancy prohibition will commence to run upon the expiration of that tenant's lease. This section does not apply to Units acquired by the Village Association through lien foreclosure or deed in lieu of foreclosure.

7.4 **Approval of Tenants by Association.** No Unit may be leased, or occupied by other than the Owner and Owner's immediate family, unless the tenants or occupants have received the prior written approval of the Village Association. Immediate family shall be defined as spouse, parents, siblings, and children.

7.4.1 **Application for Approval.** All applicants for approval must submit the Village Association's form application for approval. The Village Association has the right to require that a substantially uniform form of lease be used. All applicants may be required to attend a personal interview with the Board or its designees prior to the time of final processing of the application for approval by the Board. Together with the presentation of the fully-completed application package and any other documentation which may be required by the Board, the applicant shall pay to the Village Association a screening fee as the Board may set from time to time, not to exceed the highest amount permitted by law, per applicant, other than for spouses, which are considered one applicant.

7.4.2 **"Good Cause" Disapproval.** The Village Association may disapprove a prospective tenant or occupant for "good cause." Disapproval shall be considered for "good cause" if based on any of the following:

- a. The application and information submitted for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval may conduct himself/herself or may use the Unit in a manner inconsistent with the governing documents applicable to the Unit or otherwise



may have a potentially detrimental effect on neighbors and the community;

- b. The person seeking approval takes possession or occupies the premises prior to approval by the Village Association as provided herein;
- c. The person seeking approval has a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts, or the person does not appear to have adequate financial resources available to meet his/her obligations as reasonably determined by the Village Association;
- d. The person seeking approval does not meet the credit score criteria which may be established by the Board from time to time;
- e. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others or disrespect for this or another Association's "Rules and Regulations," as evidence by his/her conduct in other social organizations or associations, or by his/her conduct in this Village Association as a tenant, owner, occupant or visitor of a Land or Unit;
- f. The person seeking approval failed to provide the information required to process the application in a timely manner or included inaccurate or false information in the application;
- g. The person seeking approval has a record of any arrests, convictions or institutionalizations indicating their behavior may not match the values of the community or may be disruptive to the community, with the Board having the authority to establish criteria for what criminal history will disqualify a potential applicant;
- h. The owner requesting the lease or non-Owner occupancy has had fines assessed against him or her which have not been paid; or
- i. All assessments and other charges against the Land or Unit have not been paid in full.

If the Village Association disapproves a prospective lease or non-Owner occupancy on the grounds for disapproval set forth in (a) through (i) above entitled "good cause", the lease shall not be made; or the occupant not authorized to occupy the Unit. The Village Association shall take any legal action necessary to enforce and support its positions on these matters at the expense of the Owner, including incurring attorneys' fees and costs. The expense, including attorneys' fees, will become a special assessment against the Unit.

## **ARTICLE 8 PARTICULAR RESTRICTIONS. RULES AND REGULATIONS**

8.1 **Applicability.** The provisions of this Article shall apply to the Village, but shall not apply to Declarant, any of its affiliates, or Builders. If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity shall be exempt from the provisions of this Article and to which Land or Units and for what period of time such exemption shall exist. The Board may adopt such additional use restrictions, rules and regulations applicable to all or any portion of the Village and may waive or modify application of existing restrictions, rules and regulations as the Board, in its sole and absolute discretion, shall deem appropriate.

8.2 **Use of Residential Land.** No Improvement on Residential Land shall be used for any purpose other than residential; provided however that temporary uses by Declarant, its affiliates and designees for model homes, sales displays, parking lots, sales offices and other offices, or any combination of such uses shall be permitted until Declarant shall determine that such use is no longer needed.

8.3 **Nuisances.** No noxious, offensive or unlawful activity shall be carried on within the Village nor shall anything be done in the Village which may be or may become an annoyance or nuisance to other Owners.

8.4 **Temporary, Play and Auxiliary Structures.** No structure of a temporary character, trailer, basement, tent, shack, shed, barn or other outbuilding shall be built, installed or used in the Village at any time. No shed or storage container shall be built, installed or used on any Residential Lot or Unit without the prior approval of the Village Association except if located in the backyard of the Unit and if not visible from the street. A shed or container is considered not visible from the street if no more than six (6) inches is visible when standing on the street. No platform, doghouse, playhouse or similar structure shall be constructed in any part of the Village without the Committee's prior written approval. No outdoor clotheslines shall be permitted. No building, fence, screen enclosure, wall or other structure shall be erected or maintained, nor shall any exterior addition, change or alteration thereof be made, unless consistent with the general aesthetics of the Community and unless and until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing by the Committee. The Committee shall be permitted to employ aesthetic values in making its determinations.

8.5 **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted in the Village, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in the Village. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the Village.

8.6 **Livestock. Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept in the Village, except that not more than two (2) household pets may be kept provided that they not be kept, bred or maintained for any commercial purpose. "Household pets" shall mean those types of dogs, cats and other animals if expressly permitted by the Village Association, if any. Household pets also shall include fish and domestic (household-type) birds, so long as they shall be kept indoors and shall not become a source of annoyance to neighbors. Nothing herein shall be deemed to prohibit pet shops, kennels and/or stables being operated upon Commercial Land or Commercial Units within the Village.

8.7 **Garbage. Refuse and Sewage Disposal.** No portion of the Village shall be used or maintained as a dumping ground for rubbish. Trash and garbage shall not be kept except in sanitary containers or as required by the Village Association, the CDD or the applicable County ordinances. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No individual sewage disposal system shall be permitted in the Village.

8.8 **Water Supply.** No individual water supply system shall be permitted in the Village without the Committee's prior written approval.

8.9 **Exterior Colors.** The exterior paint colors of all Improvements, roof tiles, driveway surfaces and other exterior colors shall be the styles, colors, tiles and surfaces as listed on the ARCs for those purposes.

8.10 **Satellite Dishes: Exterior Antennas.** No satellite dishes, exterior radio antenna, television antenna, citizens band antenna or any other antenna of any type or nature shall be permitted in the Village without the Committee's prior written approval.

8.11 **Motor Vehicles, Boats and Boat Trailers** No trucks (other than those for private use having a load capacity not exceeding one-half (1/2) ton), commercial vehicles, recreation vehicles, campers, derelict automobiles, boats or boat trailers may be parked in the Village, except when kept in a garage within a Unit. If such vehicle shall be parked in such garage, the garage door shall be kept closed. Anything herein to the contrary notwithstanding, commercial vehicles shall be allowed upon Commercial Land subject to the Rules and Regulations. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Village Association at the owner's sole expense if such vehicle shall remain in violation for a period of twenty-four (24) hours after the time a notice of violation shall have been placed on the vehicle or if such owner shall be a repeat offender. The Village Association shall not be liable to the owner of such vehicle or to any other persons or entity for trespass, conversion, damages

or otherwise, nor guilty of any criminal act by reason of such towing and once the notice shall have been posted, neither its removal nor such owner's failure to receive it for any other reason shall be grounds for relief of any kind. An affidavit by the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

8.12 **Windows: Shutters.** No Owner shall place aluminum foil or any reflective material on either the interior or exterior surface of any exterior window or glass door. No storm shutters shall be installed without the Committee's prior written approval, which approval shall be given if the proposed shutters shall be of the type, style and color then currently approved by the Committee and consistent with the general aesthetics of the Community.

8.13 **Exterior Lighting.** No Owner shall install exterior lighting (in addition to such exterior lighting as originally provided for the Unit by Declarant) without the Committee's prior written approval and consistent with the general aesthetics of the Community.

8.14 **Signs.** No sign of any kind shall be permitted on any Residential Land or Unit; provided, however, that when an Owner shall offer any Land or Unit for sale, one (1) "For Sale" sign shall be permitted on the Land or Unit being so offered. The size of the face of the sign shall be not larger than forty (40) square inches and the sign shall be attached to a supporting member driven into the ground not exceeding two (2) inches in diameter and not exceeding four (4) feet in height above the finished grade of the property. The signs shall, in all respects, be in accordance with rules and regulations promulgated by the Declarant. None of the foregoing restrictions shall apply to Commercial Land or Commercial Units to the extent that signs thereon shall have been originally permitted by Declarant, such permission being subject to later modification with Declarant's approval to permit additional or different signage.

8.15 **Displays.** No permanent statues, artifacts, religious objects or other displays shall be permitted on the Land or on the exterior of any Unit without the prior written approval of the Village Association.

8.16 **Swimming Pools, Hot Tubs and Whirlpool Baths.** Any and all swimming pools, hot tubs or whirlpool baths to be constructed shall be subject to the Committee's requirements, which shall include, without limitation: (a) composition shall be of material thoroughly tested and accepted by the industry for such construction; (b) the location of any swimming pool, hot tub or whirlpool bath shall be subject to the Committee's prior written approval; and (c) no screening shall stand beyond a line extended and aligned with the side walls of a Unit without the Committee's prior written approval.

8.17 **Utility Connections.** Building connections for all utilities, including, but not limited to water, electricity, telephone and television, shall be run underground from the proper connecting points to the Unit in a manner which shall comply with all governmental requirements.

8.18 **Lakefront Property and Lake.** As to all portions of any Land or Unit contiguous to the Lake, the following additional provisions shall apply:

A. No boathouse, dock, wharf, pilings or other structure of any kind shall be erected, placed, altered or maintained on the shores of Lake without Declarant's prior written approval, which approval may be withheld in Declarant's sole and absolute discretion.

B. No solid or liquid waste, litter or other materials may be discharged into the Lake.

C. Each Owner shall maintain his Land or Unit to the water line of the adjacent Lake.

D. In order to provide for uniform water vegetation control, neither this Association nor any Owner shall undertake the performance of such vegetation control.

E. No motorized boat or personal watercraft shall be operated on the Lake or lake shore without the prior written consent of either Declarant or the CDD.

8.19 **Fences.** No fences shall be permitted within the Village unless installed by Declarant or a Builder during construction periods or as otherwise approved by Declarant or the Village Association.

8.20 **Biting Dogs.** Any dog that bites a person or another pet must be permanently removed from the Village after the first bite. This provision does not apply in situations of a dog defending itself or its owner as determined solely by the Board of Directors. The Village Association will be entitled to a mandatory injunction on an emergency basis, without regard to any statutory requirement for pre-suit mediation, requiring the removal of the biting dog from the community.

## **ARTICLE 9 COMPLIANCE AND ENFORCEMENT**

9.1 **General.** Every Owner and all tenants, guests, invitees, officers, employees, contractors, subcontractors and agents thereof shall comply with this Declaration any and all Rules and Regulations enacted pursuant hereto. Failure to so comply shall subject the violator to damages, injunctive relief, or any combination thereof.

9.2 **Fines.** In addition to all other remedies, and to the maximum extent lawful, the Board, in its sole and absolute discretion, may impose a fine(s) or suspension upon an Owner ("the Alleged Violator"), his or her family, guests, invitees, lessees or employees, for failure to comply with this Declaration or with any of the Rules and Regulations, in accordance with the following procedures:

A. **Notice.** The Village Association shall notify the Alleged Violator of the infraction(s). Included in the notice shall be a statement of the provisions of the Declaration or Rules which have been allegedly violated and the date and time of a special Board meeting at which time the Alleged Violator shall be allowed to present reasons why fines should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

B. **Hearing.** The alleged non-compliance shall be presented to a Committee of at least three members ("Committee") appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of any officer, director, or employee. The Committee shall hear reasons why a fine should not be imposed. The role of Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. The Committee's written decision shall be submitted to the Alleged Violator not later than twenty-one (21) days after the Committee's meeting. The Alleged Violator shall have a right to be represented by counsel and to cross-examine witnesses.

C. **Amounts of Fines.** Upon a finding of non-compliance, the Board may impose special assessments against the Land or Unit owned by the violator(s). The Board may impose a fine not to exceed \$100 per violation against any member or any member's tenant, guest, or invitee. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity hearing, except that the fine may not exceed \$1,000 in the aggregate unless a higher amount is permitted pursuant to Florida Statute, as may be amended from time to time.

D. **Payment of Fines.** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalty.

E. **Collection of Fines.** Fines shall be treated as a special individual assessments subject to the provisions for the collection of assessments as set forth herein.

F. **Cumulative Remedies.** These fines shall not be exclusive and shall exist in addition to all other rights and remedies to which the Village Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Village Association may otherwise be entitled to recover by law from such Owner.

9.3 **Costs and Attorneys' Fees.** In any proceeding arising because of the violation any provision herein or any rule by an Owner, his/her family, and his/her guests, lessees, invitees, licensees, and any other occupants, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court. In addition to the foregoing, if the Village Association incurs any attorneys' fees or other expense, including prior to litigation being filed, because of a violation of, or non-compliance with, this Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations of the Village Association by: i) an Owner, his/her family, his/her guests, invitees, or licensees; ii) the tenant of an Owner, or any guests, lessees, invitees, or licensees of the tenant; or iii) any occupant of the Owner's Land or Unit, the Owner, and tenant, if applicable, will owe reimbursement to the Village Association for such attorneys' fees and expenses. All attorneys' fees and expenses owing under this section will be deemed an assessment owing by the Owner pursuant to Article 6 of this Declaration and will be secured by a lien provided by such Article 6 of the Declaration and applicable law.

## **ARTICLE 10 ARCHITECTURAL CONTROL**

10.1 **Architectural Control Committee: Composition.** The Committee shall consist of three (3) persons ("Committee Members") selected by the Board, one of whom shall be appointed Committee Chairman by the Board. The initial Committee Members shall be designated by Declarant; such initial Committee Members (and their replacements designated by Declarant) shall hold office until all Land and Units shall have been conveyed by Declarant, or sooner at Declarant's option in its sole and absolute discretion. Thereafter, each Committee Member shall be appointed by the Board and shall hold office until such time as he shall have resigned or have been removed or his successor shall have been appointed as provided herein. The Board shall have the right to remove any Committee Member at any time without cause. The Board further shall have the right to change the number of, appoint and remove all Committee Members, except those initially appointed by Declarant (and their replacements designated by Declarant) until all Land and Units shall. have been conveyed by Declarant or sooner at Declarant's option.

10.2 **Review of Proposed Construction.** No Improvement shall be commenced, altered, removed, painted, erected or maintained in the Village, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of Buildings or other Improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the Committee and the Declarant in accordance with the Master Declaration. This Article shall also apply to interior alterations to Commercial Units when such alterations would have an effect upon the use of the exterior portions of the applicable Commercial Unit(s) (including, without limitation,

as to the use of parking spaces or facilities). The Committee shall approve proposals or plans and specifications submitted for its approval only if it shall determine that: (a) the construction, alteration, removal or addition contemplated thereby in the location(s) indicated not detrimental to the appearance of the Village as a whole; and (b) the appearance of any structure affected thereby will be in harmony with the surrounding structures and otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it shall deem appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it shall proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until the Committee shall have received all required plans and specifications, it may postpone review of any plans submitted for approval. Upon such receipt, the Committee shall have thirty (30) days in which to accept or reject any proposed plans; if the Committee shall not reject same within such period, said plans shall be deemed approved. The Committee shall be the ultimate deciding body. All changes and alterations also shall be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. The Committee may require the payment of fees by a party requesting its approval hereunder, such, fees to be applied to Committee-related costs, expenses and salaries at the Committee's discretion. The provisions of this Article shall apply both to Land and Units, and to common areas/common elements of the Village Association.

10.3 **Meetings.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of the Committee Members) to take any action or perform any duties for and on the Committee's behalf. In the absence of such designation, the vote of any two (2) Committee Members shall constitute a Committee act.

10.4 **No Waiver of Future Approvals.** The Committee's approval of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the Committee's approval and consent, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

10.5 **Compensation.** The Committee Members shall be entitled to receive compensation for services rendered and reimbursement for expenses incurred by them in the performance of their duties hereunder as set and determined by the Board.

10.6 **Inspection of Completed Work: Completion.** Inspection of work for which plans have been approved and correction of defects therein shall proceed as follows:



A. Upon completion of work, the submitting Owner ("the Applicant") shall give written notice of completion to the Committee.

B. Within sixty (60) days thereafter, the Committee (or its agent) may inspect the work. If the Committee shall find the work not in compliance with the approved plans, it shall notify the Applicant in writing within such 60-day period and shall require corrections for compliance. The Committee's failure to notify the Applicant of any noncompliance within the 60-day period after receipt of written notice of completion shall be deemed an approval of the work.

C. If the Applicant shall not have corrected the noncompliance within thirty (30) days after the date of notification, the Committee shall notify the Board of such failure. The Board, at its option, shall be entitled either to remove the noncomplying work or remedy the noncompliance, and in either case, the Applicant shall reimburse the Village Association upon demand for all expenses incurred, plus an administrative charge to be determined by the Village Association (to cover administrative expenses and to discourage the Applicant from failing so to comply). If such expenses shall not be promptly repaid by the Applicant to the Village Association, the Board shall levy a special individual assessment against such Applicant and his Land or Unit for reimbursement.

10.7 **General Powers.** The Village Association (and the Committee, as appropriate) shall have the absolute power to: (a) veto any action (taken or contemplated); (b) require specific action to be taken in connection with applicable sections of the Village. Without limiting the generality of the foregoing, the Village Association (and the Committee, as appropriate) may: (i) require specific maintenance or repairs or aesthetic changes to be effected; (ii) require that a proposed budget include certain items and that expenditures be made therefor; and (iii) otherwise require or veto any other action as the Village Association shall deem appropriate from time to time. For this purpose, any proposed action not made in the ordinary operations of the Committee approved practices must first be brought to the attention of the Village Association by written notice and no such action shall be effected unless and until approved in writing by the Village Association or the Committee, as appropriate. Any action required by the Community Association shall be taken within the time set by the Community Association. If an Owner shall fail to comply with such requirements, the Village Association shall have the right to effect such action on the Owners' behalf and to assess the Land and Units owned by the Owner in connection therewith, together with an administrative charge determined by the Village Association under the circumstances (to cover applicable administrative expenses and to discourage the Owners from failing to obey such requirements). Such assessments may be collected as special assessments hereunder and shall be subject to all lien rights provided for herein.

10.8 **Exemptions.** Declarant (and its affiliates and designees) shall be exempt from the provisions hereof with respect to Improvements, alterations and additions and removals desired to be effected by any of them and shall not be obligated to obtain

Committee approval for any construction or changes which any of them may elect to make at any time. It is specifically contemplated that Declarant, in its sole and absolute discretion, may, at any time and from time to time, designate Builders, Owners and others as being exempt from some or all of the provisions of this Article and some or all of the procedures set forth herein and may alter the procedures set forth herein as to any such designee.

10.9 **Disclaimer.** Neither the Committee nor any member, employee or agent thereof shall be liable to the Village Association, any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties, unless due to the willful misconduct or bad faith of such individual, in which event only that individual shall have any liability. The Committee shall not be responsible for reviewing, nor shall its approval of any plan be deemed approval of, structural safety of any building or other code compliance.

## **ARTICLE 11 DECLARANT AND THE MASTER DECLARATTON**

11.1 **Cumulative Effect; Conflict.** The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Declaration; provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of this Association shall be subject and subordinate to those of the Master Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Village Association.

11.2 **Development Review. Maintenance and Use Restrictions.** The Village Association (through the Committee) shall have any development review rights and powers as assigned to it by Declarant in connection with applicable deed restrictions, contracts or other instruments, which rights and powers shall be exclusive unless otherwise provided in the applicable \*assignment. The Village Association shall have the power to enforce its own use restrictions.

11.3 **Collection of Assessments.** Declarant shall, initially, act as collection agent for the Village Association as to all assessments payable to it by the Members. Declarant will remit the assessments so collected to the respective payees pursuant to such procedures as may be adopted by the Village Association. All capital improvement assessments, special assessments, fines, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above.

## **ARTICLE 12 GENERAL PROVISIONS**

12.1 **Declarant's Additional Reserved Rights.** Notwithstanding anything herein to the contrary, Declarant shall have the right, with respect to the development of the Village, to construct buildings and Units and other Improvements and install landscaping of such type, nature, shape, height, color, materials and location as Declarant shall determine in its sole and absolute discretion; provided, however, that same shall comply with the applicable building codes and County zoning laws in force at that time. Until such time as Declarant shall own no Land or Units within the Village, Declarant shall be entitled to place on Land and/or Units owned by Declarant temporary construction or sales trailers and other temporary facilities and conduct its sales and marketing efforts as Declarant shall deem appropriate.

12.2 **Duration.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Land and Units in the Village and shall be enforceable by the Village Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date the Master Declaration shall be recorded ("the Initial Term"), after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless this Declaration shall be terminated at the end of the Initial Term or prior to a successive ten (10) year period at a special meeting of the Membership of the Village Association held not less than five (5) years prior to the end of the Initial Term or not less than five (5) years prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than seventy-five (75%) percent of the Owners, in which event an instrument to this effect shall be recorded in the Public Records of Broward County, Florida, subject, however, to Declarant's rights as set forth in this Declaration. Further, termination of the Master Declaration in accordance with Section 10.2 thereof shall automatically result in the termination of this Declaration.

12.3 **Protection of Institutional Lenders.** Upon its written request to the Village Association, each Institutional Lender shall be entitled to: (a) examine this Declaration, the Articles of Incorporation, the By-Laws and the other books and records of the Village Association; (b) receive a copy of the Village Association's financial statements for the immediately preceding fiscal year; (c) receive notice of and attend Village Association meetings; (d) receive notice from the Village Association of any alleged default under this Declaration by the Owner of a Residential Unit encumbered by such Institutional Lender's mortgage; (e) receive notice of any substantial damage or loss to the Village Properties; (f) the lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Village Association; and (g) any proposed action requiring consent of the Institutional Lenders.

12.4 **Amendments.** This Declaration may be amended by Declarant unilaterally from time to time and at any time and without the joinder of any Owner or this Village Association: a) to accomplish any of the purposes or objectives set forth in this Declaration; and/or b) to correct any scrivener's errors. This Declaration also may be amended at any regular or special meeting of the Members by the affirmative vote of a majority of the Members present in person or by proxy; provided, however, that: (a) no amendment shall change the method of determining a Residential Unit's share of Village Association expenses, unless the record owners of the affected Residential Units shall join in the execution of the amendment; (b) no amendment shall materially and adversely affect the rights of an Institutional Lender holding a mortgage on a Residential Unit within the Village without such Institutional Lender's prior written consent; (c) no amendment shall materially and adversely affect the surface water management system without the South Florida Water Management District's prior written approval; and (d) so long as the Declarant shall own any Units, the prior approval of the United States Department of Housing and Urban Development/Veterans Administration shall be required. Each amendment shall be recorded in the Public Records of Broward County, Florida.

12.5 **Covenants Running with the Land.** Anything herein to the contrary notwithstanding, the covenants, conditions and restrictions of this Declaration shall be covenants running with the land. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenants, conditions and restrictions to so run with the land. In the event that any such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the covenants, conditions and restrictions hereof running with the land shall be achieved.

12.6 **Not a Condominium Association.** Nothing in this Declaration shall be deemed to make the Village Association a condominium association within the meaning of the Florida Condominium Act (Chapter 718, Florida Statutes).

12.7 **Notices.** Any notice required to be sent hereunder shall be deemed to have been properly sent when delivered or mailed, postpaid, to the last known address of the Owner or other addressee on the records of the Village Association at the time of such mailing.

12.8 **Enforcement: Ito Waiver.** The Village Association, the CDD, the County and/or any Owner shall have the right to enforce the provisions of this Declaration by any proceeding at law or in equity against any person(s) or entity(ies) violating or attempting to violate any covenant or restriction, either to restrain such violation, to recover damages or to enforce performance and against the applicable Land and/or Unit to enforce any lien created herein; and failure by the Village Association, the CDD or any Owner to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Where litigation shall occur to enforce said provisions or to recover damages or to enforce any lien created herein, the prevailing party in such

litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

12.9 **Severability.** Invalidation of any portion of this Declaration by judgment, court order or statute shall in no way affect any other provisions which shall remain in full force and effect.

12.10 **Gender and Plurals.** The use in this Declaration of the male gender shall include the female and neuter, and the use of the singular shall include the plural and vice versa, as the context requires.

## **SIGNATURE AND ACKNOWLEDGMENT**

The actual Signature and Acknowledgement page is not replicated in this searchable version. The actual page is in the scanned version of the original document.

The page contains the notarized signatures of two of the Declarant's officers, that is FN Projects' Vice President and the Assistant Secretary, and the original document's date of execution of October 11, 1990.

**LAND DESCRIPTION  
CORAL BAY NORTH  
PORT ANTIGUA AT CORAL BAY**

This is a three (3) sheet land description of Port Antigua at Coral Bay that is dated September 25, 1990, and was prepared by the engineering firm of Craig A. Smith and Associates.

Sheets 1 and 2 of 3 provide the following survey description of Port Antigua:

All of Parcel "E", CORAL BAY PARCEL "E", according to the plat thereof, as recorded in Plat Book 144, Page 45 of the Public Records of Broward County, Florida.

TOGETHER WITH:

All of Parcel "D", Coral Bay Parcel "D", according to the plat thereof as recorded in Plat Book 144, Page 48 of the Public Records of Broward County, Florida, less and excepting the following described parcel of land:

BEGIN at the Northwest corner of said Parcel "d";

THENCE South 00° 30' 51" West, along the East line of said Parcel "D", a distance of 788.82 feet to the Southeast corner of said Parcel "D";

THENCE along the South line of said Parcel "D", the following six (6) courses and distances:

1. South 64° 08' 47" West, a distance of 50.40 feet;
2. South 81° 59' 43" West, a distance of 79.14 feet;
3. South 71° 33' 15" West, a distance of 11.84 feet;
4. South 27° 38' 43" West, a distance of 46.30 feet;
5. South 52° 11' 16" West, a distance of 36.46 feet;
6. South 74° 51' 44" West, a distance of 25.67 feet;

THENCE North  $00^{\circ} 30' 51''$  East, a distance of 106.47 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North  $20^{\circ} 20' 23''$  East from the radius point of the next described curve);

THENCE Southeasterly, along the arc of said curve, having a radius of 132.45 feet, a delta of  $00^{\circ} 48' 04''$ , an arc distance of 1.85 feet to a Point of Compound Curvature with a curve concave to the Southwest;

THENCE Southeasterly, along the arc of said curve, having a radius of 25.00 feet, a delta of  $54^{\circ} 47' 35''$ , an arc distance of 23.91 feet to a Point of Reverse Curvature with a curve concave to the Northeast;

THENCE Southeasterly, along the arc of said curve, having a radius of 50.00 feet, a delta of  $75^{\circ} 25' 11''$ , an arc distance of 65.82 feet to an intersection with a non-tangent line;

THENCE North  $00^{\circ} 30' 51''$  East, a distance of 698.58 feet to an intersection with the North line of said Parcel "D";

THENCE South  $89^{\circ} 29' 09''$  East, along said North line, a distance of 144.85 feet to the POINT OF BEGINNING;

Said lands lying in the City of Margate, Broward County, Florida, containing a net calculated area of 24.492 acres, more or less.

Sheet 3 of 3 is a sketch of the description of Port Antigua at Coral Bay. This sketch is not replicated in this searchable version. The actual page is in the scanned version of the original document.