

APR-04-1990 02:20pm 90-096954

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

ORB 64-09 Pg 440

STONEBRIAR AT MAPLEWOOD

THIS DECLARATION made this 3rd day of October, 1989, by ACC Homes Corporation, a Florida Corporation (the "Developer"), which hereby declares that the real property described in Article II herein which is owned by Developer (hereinafter referred to as "Stonebriar at Maplewood") is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "covenants and restrictions") set forth below.

Article 1

Definitions

The following words when used in this Declaration and all its exhibits (unless the context otherwise requires) shall have the following meanings:

(a) "Articles" or "Articles of Incorporation" - shall mean the Articles of Incorporation of Stonebriar at Maplewood Homeowners Association, Inc., a Florida Corporation, a copy of which attached hereto as Exhibit "B", as may be amended from time to time.

(b) "Association" - Stonebriar at Maplewood Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

(c) "Board" or "Board of Directors" - shall mean the Board of Directors of the Stonebriar at Maplewood Homeowners Association, Inc., a Florida Corporation.

(d) "By-Laws" - the By-laws of Stonebriar at Maplewood Homeowners Association, Inc., a Florida Corporation, a copy of which is attached hereto as Exhibit "C", as may be amended from time to time.

(e) "Common Areas" - The property described in Exhibit "A" attached hereto and made a part hereof, less the Lots hereinafter described, together with any and all improvements from time to time erected on such property, including without limitation any walkways, parking facilities, open spaces, private streets, sidewalks, driveways, street lighting, entrance features and landscaping, but excluding any public or private utility installations thereon (except storm drainage).

(f) "Declaration" - shall mean this Declaration of Covenants and Restrictions, as may be amended from time to time.

THIS INSTRUMENT PREPARED BY:  
DENNIS STEWART, ESQUIRE  
HOUCHINS & STEWART, P.A.  
800 N. E. 62 STREET, #400  
FORT LAUDERDALE, FLA., 33334

ORE 6409 Ps 441

(g) "Developer" - ACC Homes Corporation, a Florida corporation, its successors and assigns, if such successor or assignee acquires the undeveloped portion of Stonebriar at Maplewood from the Developer for the purpose of development and is designated as such by Developer.

(h) "Lot" or "Unit" - Any lot or other parcel with any and all improvements thereon, in Stonebriar at Maplewood, on which a residential structure could be constructed whether or not one has been constructed. Developer plans to develop 98 Lots in this Development, said lots being described in Exhibit "A" attached hereto.

(i) "Lot Perimeter Wall" - shall mean the side exterior wall of a Home which is designated by the Developer as a "Lot Perimeter Wall".

(j) "Maplewood" - shall mean the property developed pursuant to the Master Plan described in the Master Declaration of Maplewood recorded in O.R. Book 3885, Page 1746 of the Public Records of Palm Beach County, Florida (the "Master Declaration").

(k) "Maplewood POA" - shall mean the Maplewood Property Owners Association, Inc., that certain entity defined in the Master Declaration.

(l) "Owner" - The record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(m) "Member" - An Owner who is a member of the Association as provided in Article III, Section 1 hereof.

(n) "Rules and Regulations" - shall mean the rules, regulations and policies adopted by the Board of which may be amended by the Board from time to time.

(o) "The Properties" - All of such properties as are subject to this Declaration under the provisions of Article II hereof.

(p) "Institutional Mortgagee" - A bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, the Federal National Mortgage Association, the Federal Housing Authority, the Department of Housing and Urban Development or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Property (and such lender's successors and assigns) or any other lender approved by the Association.

ORB 6409 Pg 442

Article II

Property Subject to this Declaration:  
Additions Thereto; Development Plan

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. Developer's Right to Add Additional Property. Developer may from time to time bring additional real property in Maplewood now owned or hereinafter acquired by Developer (which may or not be contiguous to the real property described in Exhibit "A" attached hereto), under the provisions hereof. The addition of lands as aforesaid shall not require the joinder and consent of any owner, mortgagee or any other party other than the Developer. The addition of lands as aforesaid shall be made in evidence by filing in the Public Records of Palm Beach County, Florida, a Supplementary Declaration with respect to the lands being added. Nothing herein contained shall obligate the Developer to permit additional real property to be added to the provisions of this Declaration.

Section 3. Development Plan. Developer intends to build 98 homes at Stonebriar at Maplewood. Developer shall construct a recreational area upon the common area for the use of Owners which is planned to contain a swimming pool, cabana and tennis court. Developer shall also construct a wall along Maplewood Drive, and a fence along the Southern and Northern boundaries of the Property. In the event said improvements are constructed, the responsibility for maintaining and replacing said improvements shall be an expense of the Association.

Section 4. The Developer Reserves the Rights to Change Size, Configuration, and Dimensions of Any Lot Subject to This Declaration.

Article III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is

ORE 6407 Pg 4.43

subject to assessment.

Section 2. Voting Rights. The Association shall have a voting membership as follows:

Members shall be all of the Owners, as defined in Section 1, including the Developer. Members shall be entitled to one vote for each Lot in which they hold the interest 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 by one such Member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as the Developer no longer holds the title to any Lot within The Properties. In no event, however, shall the Developer have the right to elect a majority of the Board of Directors for a period of greater than three (3) years from the date of the conveyance of a Lot to an Owner other than the Developer. The Developer may at any time elect, at its sole option, to turn over the Board of Directors of the Association to the Owners. Within six (6) months from the date the Developer conveys title to the last Lot which it owns in The Properties, or at an earlier date if the Developer elects to turn over the Board of Directors prior to the date the Developer conveys title to the last Lot which it owns, the Association shall conduct a turnover meeting for the purpose of electing directors by the Members.

Section 3. Suspension of Voting Rights. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Developer) for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days after the due date for the payment thereof.

#### Article IV

##### Property Rights in the Common Areas

Section 1. Ownership Developer may retain the legal title to the Common Areas so long as it owns fee simple title to at least one Lot in The Properties. On or before conveyance by Developer of the last Lot which it owns in The Properties (or sooner at the Developer's option), the Developer, or its successors and assigns, shall convey and transfer the record fee

ORB 6409 Pg 444

simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to mortgages, restrictions, limitations, conditions, reservations and easements of record. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance and administration of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and personal property thereon accruing from and after the date of such recordation. Such taxes shall be prorated between the Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build.

Section 2. Member's Easements. Each Member of the Association and each tenant, guest and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, private streets, sidewalks and driveways from time to time laid out on the Common Areas or upon the Lots for use in common with all other Members, their tenants, guests and invitees. That portion of the Common Areas not used, from time to time, for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for the use of such portion of such lands as common open space in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on plat or plats of The Properties from time to time as recorded.
- (b) The right of the Association to suspend the voting rights of an Owner and right of an Owner to use the Common Areas (except the private streets, sidewalks and driveways from time to time located on the Common Areas) for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after the due date for the payment thereof, and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published Rules and Regulations.
- (c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.
- (d) The right of the Developer or the Association to dedicate or transfer all or any part of the Common

ORB 6409 Pg 445

Areas to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the Members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within The Property and by seventy-five percent (75%) of the Members present and voting at a regular or special meeting of Members duly called and regularly conducted in accordance with the By-Laws.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him and to invitees of an Owner, subject to the regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations. The easements provided in this Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement shall encroach upon any portion of the Common Areas or upon an easement by reason of original construction by the Developer or any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Additional Easements. The Developer (during any period in which the Developer has any ownership interest in The Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other utility easements, and to relocate any existing utility easement in any portion of The Properties and to grant access easements and to relocate any existing access easements in any portion of The Properties as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of The Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. Maintenance of Common Areas. The Association shall at all times maintain in good repair, and shall replace as

ORB 64.07 Pg 446

often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, sprinkler pipes and systems, paving, drainage structures, walkways, common parking facilities, private streets, sidewalks, driveways, street lighting fixtures and appurtenances, entrance features and other structures, except public utilities, all such work to be done as ordered by the Board of Directors. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Developer or the Association may repair, change, replace or restore the walls and fences that are on any of the Lots or Common Areas within The Properties. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V, hereof; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with lawfully adopted Rules and Regulations shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all portions of The Properties and to excavate thereon in connection with the maintenance of sprinkler pipes and walls and systems to the extent necessary for the performance of the work to be performed pursuant to this Section; provided, however, that the party causing any such excavations restores disturbed areas to the conditions thereof immediately prior to such excavations. The Association shall also maintain the street lights located either on the Common Areas, or on the Lots in the Development.

Section 8. Developer hereby grants to each Owner (the "Easement Owner") a two (2) foot side yard easement over that portion of an adjacent Lot on which a Lot Perimeter Wall and "Party Fence" (as hereinafter defined) have been located. Said side yard easement is granted for the sole purpose of maintaining the exterior of such Lot Perimeter Wall and Party Fence adjoining the easement area. The foregoing easement area shall be used exclusively by the Owner of the Lot adjoining the easement areas or by the Association, its successors or assigns. The easement areas shall not be used in any other manner by the Owner of the Lot holding fee simple title to the easement.

Section 9. There is hereby reserved to Developer and to the Association an easement over, on, across, under and through each Lot for lawn, landscaping, and sprinkling so that the Association may maintain front yard lawns, landscaping and a sprinkling system on each Lot, or repair any street lights located on any Lot.

Section 10. Developer hereby grants to the Maplewood POA an easement over, upon and across a fifteen foot (15') strip of land adjacent to Maplewood Drive. The Association shall be responsible

ORB 64-079 Pg 447

for landscaping, sprinkling and maintenance of the ten foot (10') strip of land outside the wall on Maplewood Drive.

Section 11. Developer hereby grants to each Owner (the "Easement Owner") an easement over that portion of the back or side yard of an adjacent Lot which is located between the Party Fence owned by such adjacent Lot Owner and the Lot Line of the Easement Owner. Such area shall be designated by the Developer and kept on file by the Association, and may only be modified with the written consent of the Developer or the Association. No permanent structures may be constructed or placed on said easement area. The foregoing easement area shall be for the exclusive use of the Owner of the Lot adjoining the Easement Area, its successors and/or assigns and said areas shall not be used in any other manner by the Owner of the Lot holding fee simple title to the easement.

#### Article V

#### ASSOCIATION -- COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creations of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within The Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, 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 annual assessments or charges for the maintenance of the Common Areas as provided in Article IV hereof, and the Exterior Maintenance and Lawn Maintenance as provided in Sections 3 and 4 of this Article V, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 3 and 4 hereof, 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 Lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided in Section 7 of Article IV, and in Sections 3 and 4 of this Article V, all assessments, both regular and special, shall be equally assessed against all Lots within The Properties.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Common Areas as provided in Article IV hereof, for Exterior Maintenance as provided in Section 3 hereof, for Lawn Maintenance as provided in Section 4 hereof, for capital improvements as provided in Section 5 hereof and to promote the health, safety, welfare, and recreational opportunities of the Members of the



ORE 64-07 Pg 448

Association and their families residing with them, and their guests and tenants.

Section 3. Exterior Maintenance. The Developer may, but shall not be obligated, to install a sprinkler system on each Lot. In the event the Developer installs a sprinkler system, the cost for maintenance shall be paid by each Unit Owner. Additionally, each Unit Owner shall be responsible for the irrigation water service fee charged by the entity or municipality or other governmental agency providing water service to each Lot. The Association shall be responsible for the maintenance of the front yards of each Lot, and each Owner shall be responsible for the maintenance of his side and back yard. All Owners shall provide reasonable sufficient water service to the lawn and landscaped areas in order to maintain the appearance of the Development. No wells shall be drilled on any Lot for irrigation or for any other purpose, without the written consent of the Association.

Section 4. Lawn Maintenance. So long as title to the Common Areas is held by the Association, the Association shall be responsible for maintenance, lawn care and irrigation of those areas. In addition, the Association shall cut the grass and provide irrigation including the expense of procuring water by any means or supplier to the Common Area. The Board of Directors of the Association shall estimate the cost of any such maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such maintenance. Such assessments for maintenance shall be against all Lots equally (except for maintenance specifically requested by an Owner); provided, however, that the cost of any maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specifically assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the maintenance. It is the intention hereof that the Association shall perform only routine maintenance as described in this Section 4.

For the purpose solely of performing the maintenance authorized by Sections 3 and 4, the Association, through its duly authorized agents, employees or independent contractors, shall have the right to enter upon any Lot at reasonable hours of any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the required maintenance aforementioned. In addition, the owner of the adjoining property (not within The Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify any such adjoining property owner for any damage or injury to the easement areas caused by the

DRB 6479 Pg 449

use thereof for access to perform the exterior maintenance.

Section 5. Capital Improvements and Extraordinary Assessments. Funds necessary for capital improvements relating to the Common Areas may be levied as special assessments by the Association, upon approval by majority of the Board of Directors of the Association and upon approval by a two-thirds vote of Member voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

In the event of unforeseen occurrences, emergencies or casualty loss endangering the property or improvements thereon or the health, welfare or safety of the members of the Association or their guests, the nature and extent of which require remedial or emergency action, the Association may impose extraordinary special assessments to defray the costs thereof. The powers and authority herein granted are in the contemplation and recognition of the fact that provisions to respond to such to unforeseen occurrences, emergencies or casualty loss may not have been anticipated or provided for by the Association with regular assessments. Such funds shall be received by the Association upon approval by majority of the Board of Directors of the Association.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for in this Article V shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The annual assessments shall be payable in advance in monthly or quarter-annual installments, as determined by the Board of Directors of the Association.

The amount of the annual assessment may be changed, at any time, by said Board from that originally stipulated herein, or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment for capital improvements under Section 5 hereof shall be fixed in the resolution of the Board of Directors authorizing such assessment.

Section 7. Duties of the Board of Directors. Except for the initial assessments specified in Section 6 above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot at least thirty (30) days in advance of the commencement of the assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for an assessment a certificate in writing signed

ORR 6479 Pg 450

by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation. The Board of Directors shall also purchase officers' and directors' liability insurance and cause all officers and directors having fiscal responsibilities to be bonded, as the Board may deem necessary.

Section 8. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum or the higher rate allowed by law and 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 on which the assessment is unpaid and may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real 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, attorney's fees and costs of preparing and filing 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, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

ORB 6409 Pg 451

Section 9. Reconstruction of Buildings and Improvements.

All sums necessary to repair, replace, construct or reconstruct ("Repair") any buildings or improvements located in the Common Areas damaged by any casualty to the extent insurance proceeds are insufficient for Repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to Repair and the actual cost of the Repair ("Repair Sums") shall be an Association Expense for which the Association shall levy a special assessment against all Owners, other than the Developer to obtain the funds necessary to pay for such Sums within ninety (90) days from the date of such damage was incurred. The Association shall establish an account with an Institutional Mortgagee located in Palm Beach County, Florida, and deposit into such account all Repair Sums and all insurance proceeds collected so that the amounts on deposit will equal the costs of Repair. The Association shall proceed so that Repairs shall be completed within one (1) year from the date of damage, if possible.

Section 10. Optional Expenses.

The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Lot. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

Section 11. Indemnification.

The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, if any, from such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses Developer may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling this specific enforcement of the provisions, conditions, covenants, and restrictions contained in this Declaration to be kept and performed by the Association and/or the Owners, including the payment of the Association Expenses.

Further, the cost of the Association indemnifying its officer and member of the Board for all costs and expenses whatsoever incurred pursuant of their duties, obligations and functions hereunder. Nothing in the provision of this subparagraph shall require any Institution Mortgagee to pay the Association Expense or portion thereof attributable to cost of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association Expenses shall be reallocated amongst the Owners and not the Institutional Mortgagees.

ORB 64.09 Pg 452

Section 12. Reserve Funds. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas and the payment of other Association Expense ("Capital Contributions") in the amounts determined proper and sufficient by the Board, if any. There shall not be a requirement that the Board establish such reserves. Each Owner acknowledges, understands and consents that Capital Contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such Capital Contributions or funds composed of the same. The Association shall be responsible for maintaining the Capital costs and expenses as aforesaid.

Section 13. Special Assessments. Any special assessment that shall be levied to defray (i) extraordinary items of Association Expenses other than those contemplated by Capital Contributions; and (ii) such other Association Expenses determined by the Board to be payable by the Association and which are not in consistent with the terms of this Declaration, the Articles or the Bylaws.

Section 14. Institutional Mortgagees. The lien of the assessment provided for in this Article V shall be subordinate to the lien of any Institutional First Mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. Where an Institutional Mortgagee of any mortgage of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title, acquiror's successors and assigns, shall not be liable for the share of assessments by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the mortgage. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the owners, including such acquirer, acquiror's successors and assigns. It is understood that such acquirer shall be liable for acquiror's share of assessments attributable to acquiror's Lot from the date of acquiring said Lot which shall be the date of the recordation of the Certificate of Title or the Deed in lieu of foreclosure. Except as provided in this Declaration, no owner may be excused from payment of Owner's proportionate share of the assessments of the Association unless all owners are likewise proportionately excused from such payment.

Section 15. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

ORB 6409 Pg 453

- Expenses;
- (a) the collection of assessments for Association
  - (b) the collection of other charges which Owners are obligated to pay pursuant to the Homeowner Documents; or
  - (c) the enforcement of the use and occupancy restrictions contained in the Homeowner Documents including, but not limited to, those against tenants.

Section 16. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 17. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to Stonebriar at Maplewood Association.
- B. All Common Areas as defined in Article I hereof.
- C. All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land devoted to dwelling use shall be exempted from said assessments, charges or liens.

Section 18. Trust Funds. The portion of all regular assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interests may appear.

Section 19. Termination of the Association. In the event of dissolution of the Association, for whatever reason, any Owner may petition the Circuit Court in Palm Beach County, Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and the Properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. To the extent possible, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted

ORB 6409 Pg 454

to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Owner vested in him under this Declaration unless made in accordance with provisions of said Declaration.

Section 20. Maplewood POA. All expenses of the Owners or the Association due and payable to the Maplewood POA for the maintenance and repair of the common areas of Maplewood, shall be assessed against the Owners, and paid through the Association in accordance with the Master Declaration.

Section 21. Capital Contribution. Each owner who purchases a Lot from Developer shall pay to the Association at the time of conveyance of such Lot a capital contribution equal to one-sixth (1/6) of the annual Assessments for Association Expenses then applicable to such Lot. The purpose of the capital contribution is to insure that the Association will have cash available to meet expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Capital contributions are not advance payments of Assessments and shall have no effect on future Assessments. Said capital contributions may be used by the Association during the time the Developer is in control of the Association. This provision shall not apply to any person or entity who purchases lots from the Developer that do not have a residence constructed on them, or to any person or entity that purchases at least 3 lots from the Developer at one time, with the intent of re-selling said lots immediately.

#### ARTICLE VI

##### Maintenance of Exterior of the Homes.

1. Each Owner shall maintain the exterior of his Home, including the walls (excluding the Lot Perimeter Wall as specified herein), the roof, fascia, soffit and fences in good condition and repair.

2. Each Owner shall maintain his own lawn, landscaping and the sprinkler system located in the rear and side yards of each Lot, which shall include all portions of the Lot behind and including the vertical plane of the gated wall or fence between a Home and an adjacent Lot Perimeter Wall. In addition, each Owner of a Lot adjacent to either: (a) the wall along the southern boundary of the Property; or (b) the wall along Maplewood Drive ((a) and (b) are collectively referred to herein as the "Boundary Wall") shall be responsible for the maintenance of the inside face of the portion of the Boundary Wall adjacent to his Lot. Owners may not place any plantings less than five feet (5') from the

ORB 6409 Pg 455

Boundary Wall without the prior written permission of the Association. The Association shall maintain the lawn, landscaping and the sprinkler system located in the front yard (street side) of each Lot.

3. Maintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the Lot adjacent to the Lot Perimeter Wall. The adjacent Lot Owner shall have an easement over that portion of the adjacent Lot on which a Lot Perimeter Wall has been located, as specified herein, in order to maintain and to make superficial repairs to said Lot Perimeter Wall. However, in no event, shall any person make any structural changes in the walls, including, but not limited, to, change of paint color, without the express written approval of the Architectural Control Committee. Structural repairs to the Lot Perimeter Wall shall be performed by the applicable Owner in accordance with the standards established by the Board. In the event the Board shall determine the the Lot Perimeter Wall has been damaged by the adjacent Lot Owner, such Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent Lot Owner within thirty (30) days, unless extended by the Board, the Association or its designated committee shall have the right at reasonable times to enter the adjacent Lot to effect such repair, and the cost thereof shall be charged to the adjacent Lot Owner, and, if not paid in a timely manner, shall become an individual assessment upon such adjacent Lot.

4. Those walls or fences which are constructed between two adjoining Lots and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Lots bordering such Party Fences. Each Owner shall have the right to full use of said Party Fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said Party Fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said Party Fence within thirty (30) days, unless such time period is extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs; provided, however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and



ORB 6409 Pg 456

shall assess the costs of such repairs in equal shares to the Owners. Whenever any such Party Fence of any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed; provided that, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Owner shall refuse to repair or reconstruct the Party Fence within thirty (30) days, unless such time period is extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other Owner and the Association may have such Party Fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entities on the adjacent Lots shall not be trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.

5. In the event an Owner shall fail to maintain the premises and the improvements thereon, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior or roofs of the buildings, the inside face of the Boundary Wall, fences and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an individual assessment upon such Lot.

6. Notwithstanding anything contained herein regarding the maintenance responsibilities of the Association and the Owners, in the event the Association or an Owner fail to fulfill their maintenance responsibilities in a manner deemed appropriate by the Maplewood POA, then the Maplewood POA shall have the right, but not the obligation to enter upon the Property for the purpose of performing the required maintenance. Prior to taking such action, the Maplewood POA shall notify the Association or the Owner in writing, specifying the nature of the condition to be corrected and, if the Association or Owner, as applicable, has not corrected same within thirty (30) days after the date of said notice, the Maplewood POA may correct such condition. If requested by the Association or the Owner within fifteen (15) days of the notice, the Board of Directors of the Maplewood Board's decision shall be binding. The cost of performing such maintenance and the expenses of collection shall be assessed by the Maplewood POA against the Association or Owner as a special assessment.

#### ARTICLE VII

##### GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article

ORB 6409 Pg 457

VII shall be applicable to all Lots situated within The Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes. NO business, service repair or maintenance for the general public or owners shall be allowed on any Lot or on the Common Areas at any time. Temporary uses for model homes, parking lots, or sales offices shall be permitted for the developer.

Section 3. Change in Building and Fences.

A. No Owner shall make or permit any structural modification or alteration of any building or fence except with the prior written consent of the Architectural Control Committee (hereinafter identified) or its successor, and such consent may be withheld if in the sole discretion of the Architectural Control Committee denying the same, it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building or fence shall be demolished or removed without the prior written consent of the Owner of the immediately adjoining building. The reconstruction shall be in the same location on the property and shall not exceed the size of the original construction.

B. No clearing, grading, construction of improvements (including, without limitation, pools, saunas, spas, Jacuzzies, screened enclosures, buildings, mailboxes or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, pressure cleaning or other work shall be erected, constructed, affixed, placed or altered on any Lot or on any Home located thereon until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan and plot plan showing the proposed location of such improvements shall have been approved by the Architectural Control Committee ("ACC"), its successors and assigns. Refusal or approval of plans, location or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which, in the sole discretion of the ACC, shall be deemed sufficient. One (1) copy of all plans and related data shall be furnished to the ACC for its records. The ACC is sometimes referred to as the Architectural Control Committee or the "ACC". The "ACC" shall consist of three (3) or more persons appointed by the Board. At least one (1) member of the ACC shall be a member of the Board.

C. The ACC shall regulate the external appearance, use and maintenance of the Lots and improvements thereon in such a manner so as to, in ACC's sole judgment, best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. As regards Developer, its successors and assigns, nothing herein shall give to the ACC the authority to regulate, control or determine external appearance, use or maintenance of Lots to be developed or under development, or dwellings to be constructed or under construction by Developer.

The address of the ACC shall be the principal office of the Association as designated by the Board pursuant to the Bylaws.

ORB 64.09 Pg 4.58

Such address shall be placed for the submittal of plans and specifications and the place where the current "Architectural Standards," if any, shall be kept.

The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required pursuant to the Architectural Standards.

Plans and specifications are not approved for engineering design and, by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, the Board nor Developer assume liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

In the event the ACC fails to approve, modify or disapprove in writing an application within forty-five (45) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted.

In the event plans and specifications submitted to the ACC are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision by a majority vote of its members. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of appellant.

Section 4. Building Location Buildings shall be located in conformance with the Zoning Code of the applicable governmental authority, and any specific zoning approvals thereunder, or as originally constructed on a lot by Developer. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements. Easements for drainage, installation and maintenance of utilities and for ingress and egress are revised as shown on the applicable site plans and the recorded plats of The Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility

ORB 64.09 Pg 45

services to the Lots or the Common Areas, under and through the utility easements a shown on the applicable site plans and plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structure, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance cause the damage.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing and whose decision shall be final.

Section 7. Temporary Structures. No structure of temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot or on the Common Areas either temporarily or permanently. No gas tank, gas container, or gas cylinder (except gas tanks, gas container or gas cylinder as placed by the Developer in connection with the installation of swimming pools or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary buildings, and all gas tanks, gas containers and gas cylinders (except gas tanks, gas container or gas cylinders as placed by the Developer in connection with the installation of swimming pools or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by decorative safety wall approved by the Architectural Control Committee referred to in Section 12 hereof.

Section 8. Signs. No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on The Properties without the prior written consent of the Board of Directors of the Association, provided that the Developer, so long as it has not sold all of its Lots in The Properties, shall retain the right to disapprove any signs displayed to the public view.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pet, Livestock and Poultry. No animals shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing,

ORB 6409 Pg 460

no Owner may keep more than two (2) dogs and no animal may be kept on the Lot which, in the judgment of the Board, results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain on the premises a bull terrier (pit bull) or dogs generally considered to be of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas of Stonebriar at Maplewood unless under leash. Each pet Owner shall be required to clean up after the pet in order to properly maintain the Common Areas. Each Owner, by acquiring a Lot at Stonebriar at Maplewood, agrees to indemnify the Association and hold it harmless against any loss or liability resulting from his, his family member's or leasee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Occupants by barking or otherwise, the pet owner shall remedy the problem or, upon written notice from the Association, he will be required to dispose of the pet.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot other than by the Developer, until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the ACC have been approved in writing by the ACC. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans specifications and plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them may be based on any ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, wall fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ACC, which shall consist of three (3) members, who need not be members of the Association, shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Board of Directors shall adopt rules and regulations of the ACC. The initial ACC shall be initially the Board of Directors. A majority of the ACC may take any action the ACC is empowered to take, may designate a representative to act for the ACC, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this Section. When all residential dwelling units proposed by the Developer to be constructed within The Properties have been conveyed to the Owners, the members of the ACC shall be designated by the directors of the Association.

Section 13. Landscaping. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance

ORB 64-07 Pg 461

with this Declaration, as originally installed by Developer, unless the prior approval for any substantial change is obtained from the ACC. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ACC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot or on any of the Common Areas, except as approved by the Board of Directors. The term "commercial vehicle" shall include all trucks and vehicular equipment which bear signs or shall be printed on the same of some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 15. Fences. No fences, wall or other structure shall be erected in front yard, back yard, or side yard setback areas, except as originally installed by Developer, and except any approved by ACC of the Stonekriar at Maplewood Association, as above provided.

Should owner obtain approval to establish a fence as provided by Section 12 of Article IV, the Association shall not be responsible to maintain the exterior gardens, trees, shrubs and other landscaping features within the fenced-in yard. The owner will then be responsible for all ground maintenance within the fenced-in yard. The ACC will have the right to inspect the fenced-in yard upon reasonable notice to Owner. Advance notice of twenty four (24) hours will be deemed reasonable unless there are unusual circumstances. The ACC shall have all the power and authority to enforce the maintenance of the fenced in yard. The ACC shall determine the minimal requirements of maintenance for the fenced in yard and shall have all the powers and authority to enforce its minimal maintenance requirements as provided in Section 12, Article VII. If in the exercise of reasonable judgment of the ACC a fenced-in yard is not properly maintained, the ACC may give written notice to the owner responsible for maintaining such yard stating the deficiencies in such maintenance. If such owner fails to cure or correct such deficiencies within 20 days of giving such notice the ACC may at its option take such steps to extend such remedies as may be necessary to cure and correct the deficiencies and may levy or assess the amount as extended against the responsible owner. Such assessment shall be special assessment and shall constitute a lien on such owners property as provided by Article V herein.

Section 16. Garbage and Trash Disposal. All garbage, refuse, trash or rubbish shall be regularly removed from the lots

ORE 6409 Pg 462

and shall be obscured from view of adjoining streets, lots or common areas; provided, however, that the requirements from time to time of the City, county or other governmental body for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in any area exposed to view from any other Lot or public view. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by screening or fencing approved by the ACC.

Section 18. Drainage. No changes in elevations of Property subject to these Restrictions shall be made which will cause undue hardship to adjoining property with respect to natural run of rain water.

Section 19. Underground Wires. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground.

Section 20. Certain Restrictions, Rules and Regulations. The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, their guests and visitors:

(a) No Owner, lessee, their guest or visitors shall make or permit any disturbance that will interfere with the rights, comfort or conveniences of others.

(b) All owners and lessees of Lots in The Properties shall abide by this Declaration, the Articles of Incorporation, the By-Laws and all Rules and Regulations as they are adopted from time to time by the Board of Directors. The Owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change or amend any Regulation or adopt new rules and regulations, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

Section 21. All draperies, curtains, shades or other window coverings installed in a Home, and which are visible from the exterior of a Home, shall have a white backing unless otherwise approved in writing by the Board. No sign, symbol, name, address, notice or advertisement shall be inscribed or exposed on or at any window or other part of a Lot or the Common Areas without the prior written approval of the Board.

ORB 6409 Pg 463

Section 22. Each Owner who intends to be absent from his Home during the hurricane season (June 1 through November 30 of each year) shall prepare his Home prior to his departure by doing the following:

A. Removing all furniture, potted plants and other movable objects from his yard; and

B. Designating a responsible person or firm, satisfactory to the Association, to care for his Home should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At not item shall hurricane shutters be permanently installed without the prior written consent of the Board.

Section 23. No garage shall be used as a living area. The Lot shall not be further subdivided or separated by any Owner (other than Developer); and no portion less than all of any such Lot, nor any easement, shall be conveyed or transferred by an Owner (other than Developer); provided, however, that this shall not prevent corrective deeds to resolve boundary disputes and other similar corrective instruments.

#### ARTICLE VIII

##### Sales Activity and Developer's Rights

Until the Developer has completed, sold and conveyed all of the Lots within The Properties, neither the Owners, nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of lots. The Developer (or its duly authorized agent or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and also including, but not limited to, the maintenance of sale offices for the showing of the property and display of signs, billboards, placard and visual promotional materials. The Developer shall have the right to use common parking space, if any, located on the Common Areas for prospective purchasers and such other parties a Developer determines. Developer reserves the inalienable right to complete the development of The Properties, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.

#### ARTICLE IX

##### Enforcement of Restrictions, Covenants, Rules and Regulations

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and Covenants set forth herein and any and all Rules and Regulations from time to time adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of the Owner to comply



ORB 6407 Pg 464

with such restrictions, covenants, or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights and use of the Common Areas (except the private streets, sidewalks and driveways from time to time located on the Common Areas).

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant hereto provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall be afforded the opportunity to present reasons when a fine or fines should not be imposed.

(b) Hearing: The matter of noncompliance shall be presented to the Board of Directors at such meeting of the Board and The Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be furnished to the Owner no later than twenty-one (21) days after the conclusion of the said meeting of the Board.

(c) Appeal: Any Owner aggrieved by the decision of the Board of Directors as to the noncompliance may file a written request with the Board for an appeal of such decision. Such written request must be filed within Seven (7) days after the furnishing of such decision to the Owner charged with any matter of noncompliance. An appeals committee shall be appointed by the Board within seven (7) days after the filing of such request for appeal consisting of three (3) non-interested Members of the Association who are neither officers nor Board members. The said appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the Owner. In no case shall the appeals committee's findings be binding on either party; however, the Board may elect to review its decision in the light of the findings of the appeals committee.

(d) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

- (1) First noncompliance or violation: a fine not in excess of Fifty Dollars (\$50.00).
- (2) Second compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

ORB 64.09 Pg 4.65

(3) Third and subsequent noncompliance or violation or violations that are of a continuing nature: a fine not in excess of Five Hundred Dollars (\$500.00).

(e) Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof.

(f) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

(g) Application of Fines: All monies received from fines shall be allocated as determined by the Board of Directors.

(h) Nonexclusive Remedy: The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

## ARTICLE X

### Turnover

Section 1. Time of Turnover. The turnover of the Association by the Developer shall occur at the time as specified in Article III Section 2 hereof.

Section 2. Procedure of Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association.

Section 3. Procedure for Meeting. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

## ARTICLE XI

### Amendments

Section 1. Amendments by Developer and Owners. This Declaration may be amended with the consent of (i) a majority of all Owners, and (ii) a majority of the entire Board of Directors. The aforementioned consents must be in writing and shall be affixed to the amendment to the Declaration.

Section 2. Limitation of Amendment. Notwithstanding anything to the contrary contained herein, (i) no amendment shall

ORB 6409 Pg 466

be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner, the Developer or of any institutional mortgagee under this Declaration without the specific written approval of the Owner, the Developer or institutional mortgagee affected thereby and (ii) so long as the Developer is the owner of any Lot in the ordinary course of its business, the Developer's written consent must be obtained and affixed to any amendment as a necessary condition precedent to the adoption of such amendment, and in the absence of such consent any purported amendment shall be ineffective, null and void.

Section 3. Non-Material Amendments. Notwithstanding the foregoing, so long as the Developer is entitled to elect a majority of the Board of Directors, the Developer may amend this Declaration in order to correct a scrivener's error or other defect of omission without the consent of the Owners, the Board of Directors or institutional mortgagees, provided that such amendment does not materially and adversely affect an Owner's or institutional mortgagee's property rights.

Section 4. Effective Date. Any amendment to this Declaration shall become effective upon the recordation thereof in the Public Records of Broward County, Florida.

## ARTICLE XII

### General Provisions

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration. The Developer has relied on the covenants contained herein in developing Stonebriar at Maplewood. In the event there are any changes in any law (whether statutory or case law) the Owners agree that no such change shall effect the rights and obligations of the Developer. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the

ORE 6409 Pg 467

event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at such meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have properly sent when personally delivered or 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.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the property to enforce any lien created by these covenants and restrictions. Any failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect of meaning of the text of this Declaration.

Section 6. Limitations. So long as the Developer is in control of the Association and is pursuing the development of The Properties, the Association may take no action whatsoever in opposition to the development plan of The Properties or to any changes proposed thereto by the Developer.

Section 7. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular from of any nouns and pronouns herein shall be deemed to mean the

ORB 6409 Pg 468

corresponding plural form thereof and vice versa.

Section 8. No Implied Waiver. The failure of Developer, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

Section 9. Execution of Documents. The Plan for the development of The Properties may require from time to time the execution of certain documents required by Broward County or other governmental authorities. If and to the extent that said documents require the joinder of Owners, the Developer by its duly authorized officers may, as the agent or attorney-in-fact for the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

Section 10. Conflicts. In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern and control.

Section 11. Developer Payments. Upon the demand of the Developer, the Association shall refund to the Developer any refundable payments or deposits made by the Developer to third parties in connection with the development of the Property. By example, and not by way of limitation the Developer shall, upon demand, be reimbursed by the Association for refundable payments made to Florida Power and Light Company. Upon its receipt of such reimbursement from the Association, the Developer shall assign to the Association with recourse any of its rights to future repayments from third party to whom the deposit or refundable payment was made.

Section 12. Mortgagee's Notices. Upon written request to the Association, identifying the name and address of the Institutional Mortgagee and the Lot encumbered by the mortgage of said Institutional Mortgagee, the Association will provide timely written notice of the following:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any lot on which there is a first mortgage held, insured, or guaranteed by such Institutional Mortgagee.

B. Any delinquency in the payment of assessments or charges owed by an owner of a lot to an Institutional Mortgagee, which remains incurred for a period of 60 days.

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action which would require the consent of a

ORB 6409 Pg 469

specific percentage of Institutional Mortgagees.

The Association shall also make available for inspection to all owners, lenders and to holders, insurers and guarantors of any first mortgage, upon request, during normal business hours, current copies of this Declaration, the By-Laws, Rules and Regulations, and the books, records and financial statements of the Association. Any holder of a first mortgage on a Lot shall be entitled, upon written request, to a copy of the Association's financial statement for the immediately preceding fiscal year.

#### ARTICLE XIII

##### MAPLEWOOD PROPERTY OWNERS ASSOCIATION, INC.

Each Owner in Stonebriar at Maplewood is a mandatory member of the Maplewood POA. The Association is obligated to collect and to pay to the Maplewood POA such assessments for expenses as are billed to each Owner. Each Owner agrees to accept membership in said Maplewood POA, and further agrees to be bound by all of the terms, provisions and conditions contained in the Master Declaration, the Articles of Incorporation and the By-Laws of the Maplewood POA, including, without limitation, the duty to pay the assessments of Maplewood POA through the Association. To the extent that the Master Declaration is more restrictive than this Declaration, the Articles of Incorporation and the Bylaws of the Maplewood POA are more restrictive on matters within the jurisdiction of both associations, then the Maplewood POA documents will control.

#### ARTICLE XIV

##### INSURANCE

1. Casualty. The Association shall maintain a master policy or policies to insure all Association Property, if any, against casualty loss. This coverage shall insure one hundred percent (100%) of the current replacement cost of the Common Area improvements, personal property and supplies. It shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost.

A. The coverage will EXCLUDE the following:

(i) Land, foundations, excavations or other items which are usually excluded from insurance coverage; and

(ii) Any increase in the value of Association Property as a result of special improvements, alterations and betterments.

ORB 6409 Pg 470

B. The coverage will INCLUDE the following:

- (i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
- (ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;
- (iii) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;
- (iv) Demolition Cost Endorsements, Contingent Liability for Operation of Building Laws Endorsement and Increased Cost of Construction Endorsement; and
- (v) Steam Boiler Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location.

C. When appropriate and possible, the policies shall waive the insurer's right to:

- (i) Subrogation against the Association and against the Owners, individually and as a group;
- (ii) The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- (iii) Avoid liability for a loss that is caused by an act of the Board by a member of the Board or by one or more Owners.

D. In addition, the policy shall provide that:

- (i) Any Insurance Trust Agreement will be recognized;
- (ii) The policy shall be primary, even if the Association has other insurance that covers the same loss; and
- (iii) The named insured shall be the Association. The "loss payable" clause should show said Association of the designated insurance trustee.

2. Reconstruction and Repair After Casualty.

A. Under ordinary circumstances Association Property which is damaged by casualty shall be reconstructed or repaired. If a dispute arises as to whether the Association Property should be repaired or reconstructed, the Board shall make the determination to repair or reconstruct. All Owners shall be bound by this determination.

B. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure

ORE 6409 Pg 471

that the overall General Plan of Development of Stonebriar at Maplewood is maintained by requiring damaged Association Property to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed or, if none, then according to plans and specifications approved by the Board. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible or, if at any time during that work or upon completion of the work funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs.

3. Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability for hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association (and Developer until the Transfer Date), as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be added by the Board or in the office of the Insurance Trustee.

4. Fidelity Bond Coverage. The Association shall obtain fidelity bonds covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of three (3) months operating expenses and the amount in reserve as of the end of each fiscal year of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

5. Flood Insurance. If any Association Property is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be one hundred percent (100%) of the current replacement cost of any improvements or buildings and other insurable Common Areas, or the maximum coverage available for such improvements, buildings, or property under the National Flood Insurance Program.

6. All insurance shall be issued by a company authorized to do business in the State of Florida.



ORR 6409 Pg 472

7. Premiums on policies purchased by the Association shall be paid as an Association Expense. The Association will furnish evidence of premium payment to each mortgage upon request.

8. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board.

9. This Article is additionally for the benefit of first mortgagees of Homes and may not be amended without the consent of all such mortgagees.

10. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least ten (10) days before it cancels or substantially changes the coverage.

11. The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Stonebriar at Maplewood has been executed by Developer on the day and year first above set forth.

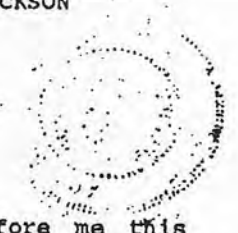
WITNESSES:

ACC HOMES CORPORATION., a  
Florida Corporation

*Jim Dickinson*  
*J. Newlin*

By: *Charles G. Nickson*  
CHARLES G. NICKSON  
as President

STATE OF TEXAS            )  
                                  ) ss  
COUNTY OF HARRIS        )



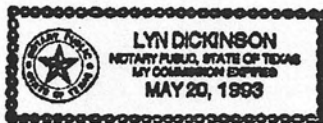
3rd The foregoing instrument was acknowledged before me this day of October, 1989, by CHARLES G. NICKSON, as

ORB 6409 Pg 473

President of ACC HOMES CORPORATION, a Florida Corporation, on behalf of said corporation.

*Lyn Dickinson*  
Notary Public  
State of Texas

My Commission Expires:



agr/stonebri.doc

ORB 6409 Pg 474

EXHIBIT "A"

STONEBRIAR AT MAPLEWOOD

LEGAL DESCRIPTION

All of STONEBRIAR AT MAPLEWOOD, according to the Plat thereof, as recorded in Plat Book 69 at Page 123 of the Public Records of Palm Beach County, Florida.

ORB 6409 Pg 475

EXHIBIT "B"  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
STONEBRIAR AT MAPLEWOOD  
Articles of Incorporation

ORE 64-79 Pg 476

ARTICLES OF INCORPORATION

OF

STONEBRIAR AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation for not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the Corporation shall be STONEBRIAR AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

Terms used herein shall have the meanings ascribed to them in the Declaration referred to below, unless the context indicates otherwise.

ARTICLE III

The purpose for which the Association is formed are:

(a) The specific and primary purposes are to provided for the preservation of the architectural amenities and appearance of a development known as STONEBRIAR AT MAPLEWOOD located in Palm Beach County, Florida, and to own, operate, and maintain the Common Properties therein for the use of all the users thereof.

(b) The general purposes and powers are:

1. To promote the common good, health, safety and general welfare all of the Owners within STONEBRIAR AT MAPLEWOOD.

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Restrictions and Easements (the "Declaration"), applicable to STONEBRIAR AT MAPLEWOOD, as amended and supplemented from time to time and recorded or to be recorded in the Public Records of Palm Beach County, Florida (the definitions of which are incorporated herein by reference);

3. To enforce applicable provisions of the Declaration and the By-Laws and Rules and Regulations of the Association; to fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the ownership, maintenance, repair, insuring and improvement of the Common Properties (as defined in the Declaration); to employ personal reasonably necessary for the

ORB 6409 Pg 477

administration and control of the Common Properties and for architectural control of all of STONEBRIAR AT MAPLEWOOD, including lawyers and accountants where appropriate, provided that the Declarant not be liable for any assessments which relate in any way to professional or other fees and expenses incurred in connection with any claims or the investigation thereof against Declarant; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special governmental assessments which are or would become a lien on any portion of the Common Properties.

4. To have and to exercise any and all powers, rights and privileges, including the power to delegate as permitted by law, which a corporation organized under Chapter 617, Florida Statutes, may now hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of power, and such purpose and power in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, to a substantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

#### ARTICLE IV

Every person or entity who is an Owner of a Unit which is subject under the Declaration to Assessment by the Association, including contract sellers, as set forth in the Declaration, but excluding persons or entities holding such interest merely as security for performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of Unit which is subject to assessments by the Association. The membership shall be divided into the classes set forth below.

The Association shall have two (2) classes of voting Members as follows:

Class A Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Class A members shall be entitled to one (1) vote for each Unit which is subject to assessments, as further provided in the Declaration or any supplemental Declaration. Declarant shall become Class A member with regard to Units owned by Declarant upon termination of Declarant's Class B Membership as provided below.

Class B The Class B member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A members are entitled to cast from time to time; provided that the Class B Membership shall

ORB 6409 Pg 478

cease and be converted to Class A Membership upon the first to occur of any of the following events:

1. Within Sixty (60) days after the last Unit expected to be constructed in STONEBRIAR AT MAPLEWOOD is constructed and conveyed to a purchaser; or
2. Thirty (30) days after Declarant elects to terminate the Class B Membership (whereupon the Class A Members shall assume control of the Association and elect the Board).

Notwithstanding the foregoing, in no event shall the Developer have the right to elect a majority of the Board of Directors for a period of greater than three (3) years from the date of the conveyance of a lot to an Owner other than the Developer.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The affairs of the Association shall or managed be managed by a Board of Directors as provided in the By-laws, which Board shall have not less than three (3) members.

The names and addresses of the members of the first Board of Directors of the Association (which shall be three), who shall hold until the first election thereafter are as follows:

<u>NAME</u>	<u>ADDRESS</u>
CHARLES G. NICKSON	100 Maplewood Drive Jupiter, Florida, 33458
LLOYD D. JONES	100 Maplewood Drive Jupiter, Florida, 33458
LYN DICKINSON	100 Maplewood Drive Jupiter, Florida, 33458

Except for the first Board of Directors and unless otherwise provided by the By-laws, Directors shall be elected to the Members of the Association at the annual meeting of the Membership as provided by the By-laws of the Association, and the By-laws may provide for the method of voting in the election and for the removal from office Directors. Only members of the Association or authorized representatives, officers or employees of corporate members or of the Declarant may be Directors.

Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter, until qualified successors are duly elected and have taken office.

If a Director elected by the general Membership shall, for any reason, cease to be a Director, the remaining Directors so

ORB 64.079 Pg 479

elected may elect a successor to fill the vacancy for the balance of the un-expired term.

#### ARTICLE VII

The Association shall have a President, Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may, from time to time, elect. One person may hold more than one office, subject to the limitations set forth in the By-laws.

The officers of the Association, in accordance with applicable provisions of the By-laws, shall be elected by the Board of Directors annually for the terms of one year and until qualified successors are duly elected and have taken office.

The names and addresses of the first officers of the Association who shall hold office until successors are duly elected and have taken office, shall be as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President	CHARLES G. NICKSON	100 Maplewood Drive Jupiter, Florida, 33458
Secretary/ Treasurer	LYN DICKINSON	100 Maplewood Drive Jupiter, Florida, 33458
Assistant/ Secretary	LLOYD D. JONES	100 Maplewood Drive Jupiter, Florida, 33458

#### ARTICLE VIII

The By-laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or any special meeting duly called for such purposes, upon the vote of the Members as provided in the By-laws, except that the initial By-laws of the Association shall be made and adopted by the first Board of Directors.

#### ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by a member of the Board of Directors of the Association or Members of the Association holding fifteen (15%) percent of the voting rights in the Class A Membership. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3rds) of the Class A members present except that the Declarant shall have the right to unilaterally veto amendments while the Class B Membership exists.



ORB 64-09 Pg 480

ARTICLE X

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
CHARLES G. NICKSON	100 Maplewood Drive Jupiter, Florida, 33458
LYN DICKINSON	100 Maplewood Drive Jupiter, Florida, 33458
JUDY NOWLAN	100 Maplewood Drive Jupiter, Florida, 33458

ARTICLE XI

The initial registered office of this corporation shall be 100 Maplewood Drive, Jupiter, Florida, 33458 with the privilege of having its office and branch office at other places within or without the State of Florida. The initial registered agent at the address shall be CHARLES G. NICKSON.

ARTICLE

Upon dissolution of the Association, all of its assets shall be conveyed to another non-profit corporation, un-incorporated association or public agency.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this 21<sup>st</sup> day of October, 1987.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

*Charles G. Nickson*  
 CHARLES G. NICKSON  
*Lyn Dickinson*  
 LYN DICKINSON  
*Judy Nowlan*  
 JUDY NOWLAN

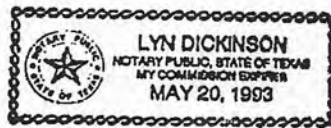
STATE OF Texas  
 COUNTY OF Harris

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared CHARLES G. NICKSON, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that said instrument was executed for the purposes therein expressed.

ORB 6409 Pg 481

WITNESS my hand and official seal at Harris County, Texas this 3<sup>rd</sup> day of October, 1989.

Lyn Dickinson  
NOTARY PUBLIC



My Commission Expires:

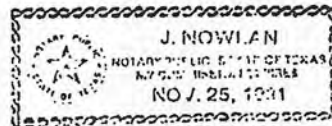
STATE OF Texas  
COUNTY OF Harris

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared LYN DICKINSON, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal at Harris County, Texas this 3<sup>rd</sup> day of October, 1989.

J. Nowlan  
NOTARY PUBLIC

My Commission Expires: 11-25-91



STATE OF Texas  
COUNTY OF Harris

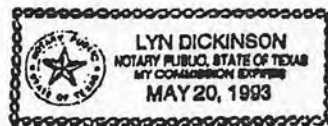
BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JUDY NOWLAN, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal at Harris County, Texas this 3<sup>rd</sup> day of October, 1989.

Lyn Dickinson  
NOTARY PUBLIC

My Commission Expires:

corp.stonebri.art



RECORDERS MEMO: Legality of Writing, Typing or Printing unassatisfactory in this document when received.

ORB 6409 Pg 482

EXHIBIT "C"  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
STONEBRIAR AT MAPLEWOOD  
Bylaws

ORR 6.4.09 Pg 4.84

Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held on the second Tuesday in the month of January following the year in which the Declaration is filed.

4.3 SPECIAL MEETINGS. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.4 NOTICE OF MEETING; WAIVER OF NOTICE. Notice of meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Association Property. The notice of the annual meeting shall be sent by certified mail, return receipt requested, to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting, proof of posting shall be given by Affidavit, and proof of mailing of the notice shall be given by retention of post office receipts.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.5 QUORUM. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 50% of the total votes of members in good standing. If voting rights of any member are suspended pursuant to the provisions of the Declaration, these By-Laws or applicable rules and regulations, the votes of such members so suspended shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

ORB 64079 Pg 485

4.6 VOTING.

(a) NUMBER OF VOTES. The Owners of Residential Units shall be entitled to cast one vote for each Residential Unit owned. The vote of a Unit shall not be divisible. The Association shall have two (2) classes of voting Members, as provided in the Articles.

(b) MAJORITY VOTE. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the total votes of members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) VOTING MEMBER. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person must be a Unit Owner, or one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those Certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A Certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting, and their vote shall not be considered in determining whether a quorum

ORR 6409 Pg 486

is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) if both are present at a meeting and concur, either one may cast the Unit vote.

4.7 PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period long than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary at or before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Unit Owners.

4.8 ADJOURNED MEETINGS. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

4.9 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;

ORR 64.09 Pg 483

BY-LAWS  
OF  
STONEBRIAR AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1: NAME AND PRINCIPAL OFFICE

1.1 The name of the corporation shall be STONEBRIAR AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC.

1.2 The principal office of the corporation shall be at 100 Maplewood Drive, Jupiter, Florida, 33458.

ARTICLE 2: PURPOSES

This corporation is organized for the following purposes:

2.1 To be a homeowners' association for a project known as Stonebriar at Maplewood.

2.2 All present and future Owners, and their tenants, future tenants, guests and invitees that might use the facilities of STONEBRIAR AT MAPLEWOOD in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration of Covenants, Restrictions and Easements for STONEBRIAR AT MAPLEWOOD (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida.

2.3 To exercise all applicable powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation, and the Declaration of Covenants, Restrictions and Easements of STONEBRIAR AT MAPLEWOOD to which these By-laws are attached.

ARTICLE 3: DEFINITIONS

For convenience, these By-laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-laws shall have the same definition and meaning as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4: MEMBERS

4.1 MEMBERSHIP. Except as otherwise provided, membership in the Corporation is limited to owners of the Units. Membership is automatically conferred upon acquisition of a Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration for transfer of membership upon the death of a Unit Owner. Membership is an incident of ownership and is not separately transferable.

4.2 ANNUAL MEETINGS. The annual members' meeting shall be held on the date, at the place, and at the time determined by the

ORR 6409 Ps 487

- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

4.10 MINUTES OF MEETINGS. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.11 DELINQUENT OWNERS. If any Assessments or portions thereof imposed against a Unit Owner remain unpaid for thirty (30) days after the date due and payable, such Unit Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

#### ARTICLE 5: DIRECTORS

5.1 MEMBERSHIP. The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of not less than three (3) nor more than ten (10) persons, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association. With the exception of the first Board of Directors, Directors must be Unit Owners.

5.2 ELECTION OF DIRECTORS. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors, and for additional directorships created at the meeting, shall be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

#### 5.3 VACANCIES AND REMOVAL

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors



ORB 64.09 Pg 488

occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 5.16 hereof shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the members (other than the Declarant) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting. The conveyance of all Units owned by a Director in the condominium (other than appointees of the Declarant) shall constitute the resignation of such Director.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Declarant, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

5.4 TERM. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

5.5 ORGANIZATIONAL MEETING. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

5.6 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Association Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

5.7 SPECIAL MEETINGS. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by

ORR 64,079 Pg 489

mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Association Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized at any such meeting.

5.8 WAIVER OF NOTICE. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.9 QUORUM. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-laws.

5.10 ADJOURNED MEETINGS. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.11 JOINER IN MEETING BY APPROVAL OF MINUTES. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting.

5.12 PRESIDING OFFICER. The presiding officer at the Directors' meetings shall be the President or in his absence, the Vice President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

5.13 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Directors' meetings shall be:

ORR 6.4.09 Pg 4.90

- (a) Proof of due notice of meeting;
- (b) Reading and disposal or any un-approved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment

Such order may be waived in whole or in part by direction of the presiding officer.

5.14 MINUTES OF MEETINGS. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

5.15 EXECUTIVE COMMITTEE; OTHER COMMITTEES. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Association during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Assessments payable by the Unit Owners to meet the Expenses of the Association, or (b) to adopt or amend any rules and regulations covering the details of the operation and use of the Association Property.

5.16 PROVISO. Notwithstanding anything to the contrary contained in this Section 5 or otherwise, the Board shall consist of three (3) directors during the period that the Declarant is entitled to appoint a majority of the Directors, as hereinafter provided. The Declarant shall have the right to appoint all of the members of the Board of Directors as long as Declarant owns a Lot in Stonebriar at Maplewood. Notwithstanding the foregoing, in no event shall the Declarant have such right for a period of greater than three (3) years from the date of the conveyance of a Lot to an Owner other than the Declarant. Unit Owners other than the Declarant are entitled to elect all of the members of the Board of Directors when all of the Units that will be operated ultimately by the Association have been conveyed to purchasers.

The Declarant can turn over control of the Association to Unit Owners other than the Declarant prior to such dates in its

ORB 6409 Pg 491

sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control.

ARTICLE 6: POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

6.1 The corporation shall have all powers granted to it by law, the Declaration to which these By-Laws are attached, and the Article of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws, or by law; and the aforementioned powers of the corporation shall include but not be limited to the following:

(a) All of the powers specifically provided for in the Declaration.

(b) The power to levy and collect assessments, and special assessments.

(c) The power to expend monies collected for the purposes of paying the common expenses of the corporation.

(d) The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association Property.

(e) The power to insure and keep insured the buildings and improvements of the association as provided for and limited by the Declaration.

(f) The power to employ the personnel required for the operation of the association property.

(g) The power to pay utility bills for utilities serving the association property.

(h) The power to contract for the management and maintenance of the association property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the association property with funds as shall be made available by the association for such purposes. The association and its officers shall, however, retain at all times the power and duties

ORF 6479 Pg 492

granted by the Declaration including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

(i) The power to make reasonable rules and regulations and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

(j) The power to improve the association property subject to the limitations of the Declaration.

(k) The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and the regulations duly promulgated by the Corporation.

(l) The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration.

(m) the power to pay all taxes and assessments which are liens against the Association Property.

(n) The power to deal with and approve or disapprove of all conveyances as provided for under the terms of the Declaration, and pursuant thereto.

(o) The power to select depositories for the corporation funds, and to determine the manner of receiving, depositing and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, when not signed, as otherwise provided by these By-Laws.

(p) The power to acquire, hold, convey and deal in real and personal property, including the purchase of units at foreclosure or other judicial sale.

(q) The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and in the Declaration to which these By-Laws are attached.

(r) The power to appoint additional officers of this Corporation.

(s) The power to levy fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.

(t) At its discretion, to authorize Unit Owners or other persons to use portions of the Association Property for private parties and gatherings and the power to impose reasonable charges for such private use.

ORB 64,019 Pg 4,93

(u) The power to suspend the right of any Unit Owner to vote or use the recreation facilities of the Association as long as said Unit Owner is delinquent in the payment of the assessments or as otherwise in violation of the Declaration of any Exhibits thereto or applicable rules and regulations.

(v) The power to impose a lawful fee in connection for the approval of the transfer, lease, sale or sublease of Units not to exceed a maximum amount permitted by law in any one case.

(w) To fix and levy from time to time Common Assessments, Special Assessments, and Reconstruction Assessments upon the Owners, as provided in the Declaration; to fix and levy from time to time in any fiscal year Capital Improvement Assessments applicable to that year only for capital Improvements to the Common Properties and for those portions of the Unit Properties and for those portions of the Unit Properties as are within the maintenance capital of the Association herein; to determine and fix the date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and for taxes and governmental assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing any of the purposes of the Association for the general benefit and welfare of its Members, all in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable, if any, in the interest of the Association or for the welfare of its Members. The funds collected by the Board of Directors from the Owners, attributable to replacement reserves for maintenance recurring less frequently than annually, and for capital Improvements to the Common Properties, shall at all times be held in trust for the Owners and shall not be commingled with other Assessments collected from the Owners. Disbursements from such trust reserve fund shall be made only in accordance with the provision of the Declaration. Such Common Assessments, Reconstruction Assessments, Special Assessments and Capital Improvement Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors, in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration. Nothing herein shall require the establishment of reserves.

ORB 6409 Pg 494

ARTICLE 7: OFFICERS

7.1 EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be temporarily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. With the exception of officers appointed by the first Board of Directors described in Article 5.1, Officers must be Unit Owners.

7.2 DUTIES OF OFFICERS

(a) The President shall:

(1) Act as presiding officer at all meetings of the corporation and of the Board of Directors.

(2) Call special meetings of the Board of Directors and members.

(3) Sign, with the treasurer, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons.

(4) Perform all acts and duties usually required of an executive to insure that all orders and resolution of the Board of Directors are carried out.

(5) Appoint committees and members of all committees, and render an annual report at the annual meeting of members.

(b) The Vice President, if any, shall:

(1) Act as presiding officer at all meetings of the corporation and of the Board of Directors when the president is absent.

(2) Perform other, acts and duties required of the president, in the Presidents absence.

(3) Perform such other duties as may be required of him by the Board.

(c) Should the President and Vice President be absent from any meeting, the directors shall select from among their members, a person to act as chairman of the meeting.

ORF 64.019 Pg 495

(d) The Secretary shall:

(1) Attend all regular and special meetings of the corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(2) Have custody of the corporate seal and affix same when necessary or required.

(3) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings; keep membership books, and receive all applications for membership books, and receive all applications for membership, for transfer and lease of units, and present such application to the Board, at its next regular meeting.

(4) Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board.

(5) Have custody of the minute book of the meetings of Directors and members, which minute book shall at all times be available at the office of the corporation for the information of directors and officers, and act as transfer agent to recordable transfers and regulations in the corporate books.

(e) The Treasurer shall:

(1) Attend all meetings of the membership and of the Board of Directors.

(2) Receive such monies as shall be paid into his hands for the account of the corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the corporation which he shall keep safely deposited.

(3) Supervise the keeping of accounts of all financial transactions of the corporation in books belonging to the corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions on condition of the corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

(4) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. And in the event the corporation enters into a management agreement,



ORB 6409 Pg 496

it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE 8: COMPENSATION

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Association or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

ARTICLE 9: RESIGNATIONS

Any Director or Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than appointees of the Declarant or Officers who were not Unit Owners) shall constitute a written resignation of such Director or Officer.

ARTICLE 10: BUDGET

10.1 ADOPTION BY BOARD: ITEMS. The Board of Directors shall from time to time, and at least annually, prepare a budget for the determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Association and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a vote of the majority of members present at a duly called meeting of members at which a quorum is present, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Association shall comply with the requirements hereinafter set forth:

(a) NOTICE OF MEETING. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of

ORB 6479 Pg 497

Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, provided that the Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.

10.2 ADOPTION BY MEMBERSHIP. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 10.1 (a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

ARTICLE 11: ASSESSMENTS; ACCOUNTING AND OTHER FISCAL MATTERS

11.1 ASSESSMENTS. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 10.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly), installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

11.2 ASSESSMENTS FOR CHARGES. Charges by the Association against members for other than Common Assessments shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Assessments, and when circumstances permit, those charges shall be added to the Assessments for Common Assessments. Charges for other than Common Assessments may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Association Property, maintenance services furnished at the

ORR 64.07 Pg 498

expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

11.3 ASSESSMENTS FOR EMERGENCIES. Assessments for Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

11.4 DEPOSITORY. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

11.5 ACCELERATION OF INSTALLMENTS UPON DEFAULT. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remaining installments of the Assessments upon notice to the Unit Owner, and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

11.6 FIDELITY BONDS. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as the Common Expense.

11.7 ACCOUNTING RECORDS AND REPORTS. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (A) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to

ORB 6409 Pg 499

each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

**11.8 APPLICATION OF PAYMENT.** All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

**11.9 MEETINGS CONSIDERING ASSESSMENTS.** Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

**11.10 LIMITATION.** The Declarant shall not be liable for the payment of any Assessments applicable to Units it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against, the Declarant.

**11.11 FISCAL YEAR.** The fiscal year of the Corporation shall begin on the 1st day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year, at such time as the Board of Directors deems it advisable.

**11.12 VIOLATIONS AND DEFAULTS.** In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Corporation, the Articles of Incorporation, the Corporation, after reasonable notice to cure, not to exceed thirty (30) days, shall have all rights and remedies

ORF 64.09 Pg 500

provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to such injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien provided in the Declaration. In every such proceeding, the Unit Owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees, both at the trial and appellate levels. If the Corporation elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Unit during litigation and the corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the corporation without waiving the lien securing such unpaid assessments.

#### ARTICLE 12: ROSTER OF UNIT OWNERS

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence of their interest and shall waive in writing notice of such meeting. No Owner shall be entitled to vote or to be counted for purposes of determining a quorum if delinquent in the payment of Assessments as elsewhere herein provided.

#### ARTICLE 13: AMENDMENTS

Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner.

13.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

13.2 ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80%

ORR 6409 Pg 501

of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than 100% of the entire Board of Directors.

13.3 PROVISO. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Unit without the consent of said Declarant and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

13.4 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Declarant. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Broward County.

13.5 REFERENCE. No By-Law shall be revised or amended by reference to its title or number only.

13.6 CONTENTS OF PROPOSALS. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law..... for present text."

13.7 NON-MATERIAL ERRORS OR OMISSIONS. Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

#### ARTICLE 14: PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

#### ARTICLE 15: ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of

ORB 64-09 Pg 502

the Association Property, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, by the Members and all Members shall abide thereby, provided that said rules and regulations shall be equally applicable to all Members and uniform in their application and effect.

Those restrictions in the Declaration which in any way limit the use of the individual Units are declared to be house rules and regulations.

ARTICLE 16: CONSTRUCTION

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE 17: CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

ARTICLE 18: VALIDITY

If any by-law, or regulations, or rule shall be adjudged invalid, such fact shall not affect the validity of any other by-law, rule or regulation.

ARTICLE 19: CONSTRUCTION TO BE CONSISTENT WITH DECLARATION

These By-Laws and the Article of Incorporation of the corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration.

The foregoing was adopted as the By-Laws of STONEBRIAR AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at a meeting of the members of said corporation duly noticed, at which all members were present, by the unanimous vote of the members on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

\_\_\_\_\_  
/s/  
Secretary

Approved:  
\_\_\_\_\_  
/s/  
President

D:\sk\STONEBRIAR.LAW

THIS AGREEMENT MADE AND ENTERED INTO this 13 day  
of December, 1979, by and between LOXAHATCHEE  
RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to  
as the "District", and \_\_\_\_\_

Palmfields - Three Seasons Ltd.  
hereinafter referred to as "Owner". Until changed on the  
District's records, as provided herein, the undersigned Owner  
shall be considered the point of authority and responsibility  
for dealing with the District.

NOW THEREFORE, in consideration of the covenants and  
agreements herein set forth, the parties agree as follows:

1. The District shall reserve service availability  
(hereinafter referred to as "Reserve Service Availability") in  
the regional wastewater system of the District to the extent of  
905 equivalent connections as defined in Rule 31-10.  
for the following described property:

(See Attached)

Reserve Service Availability shall mean the right of the  
Owner to receive sewer service in the regional wastewater system  
of the District upon reasonable demand.

2. Upon the signing of this Agreement, Owner shall pay to  
the District, the sum of ~~eighty three thousand three dollars & 52/100~~  
(\$83,003.52) Dollars. This sum represents the total of the  
following itemized charges:

The equivalent of Twelve (12)  
monthly service availability  
standby charges \$83,003.52

3. Upon signing of this Agreement, Owner shall thereafter  
promptly upon billing (which shall be quarterly in advance) pay  
the monthly service availability standby charge at the rate of  
68% of the monthly service charge per equivalent connection in

Prepared by: J. Roger Anderson, Executive Director  
Loxahatchee River Environmental Control District  
P.O. Box 396  
Jupiter, Florida 33458

Return to:  
LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT  
P. O. BOX 396  
JUPITER, FLORIDA 33458

83209 P1580



force at the time of the signing of this Agreement and 68% of the said monthly service charge per equivalent connection as the monthly service charge may be set from time to time thereafter in accordance with the law. The monthly service availability standby charge for each equivalent connection shall remain in force until the connection charge for such equivalent connection has been paid as provided for in Paragraph 4.

4. Prior to actual connection of the units, premises and/or buildings using the equivalent connections to the regional wastewater system of the District, the Owner or his successor or assigns as approved by the District in writing shall pay a connection charge of \$400 per equivalent connection and shall immediately begin paying the monthly service charge in force at the time of connection. (Owner understands that the monthly service charge may change from time to time in accordance with law.) All prepaid monthly service availability standby charges shall be returned to the Owner as a credit against the connection charge, as a credit against the monthly service availability standby charges, or in cash, at the discretion of the District, upon connection to the system and payment of all charges therefor.

5. The Reserve Service Availability for the subject property to the extent of the number of equivalent connections referred to herein shall not be transferable, except as explicitly provided herein in Paragraph 7. Upon failure of the Owner or his approved assign or successor to pay the monthly service availability standby charges for any period greater than ninety (90) days from the date of billing this Agreement shall be deemed in default and the Agreement shall be null and void, any monthly service availability standby charges paid or prepaid shall become the sole property of the District, and the Reserve Service Availability to the extent of the number of equivalent connections referred to herein shall revert to the District.

6. The District shall be notified in writing of any Assignment of Interest in this contract within thirty (30) days

B3209 P1581

after any such assignment. Assignment of Interest in this contract shall be in the form approved by the District and shall only be effective upon acceptance in writing by the District. If the Owner is a corporation, this Agreement and any assignment thereof or any other documents required by the District shall be accompanied by appropriate acknowledgments and a resolution of the corporation.

7. None of the Reserve Service Availability under this Agreement shall be transferred from the subject property described herein except upon the following conditions:

A. Approval of a new location of the Reserve Service Availability by the District in writing, for each equivalent connection, and

B. If the transfer is proposed to a person other than the Owner, Owner shall first offer in writing the service availability reserved hereunder or any portion thereof based on equivalent connections to the District. The District shall have thirty (30) days after the receipt of the offer to notify the Owner of the acceptance or rejection or of a counteroffer with respect to said service availability. If the offer is accepted, the Owner shall be repaid any monthly service availability standby charges in the same manner as he would when the represented equivalent connection is connected to the system.

8. Any litigation arising out of this Agreement which shall result in a judgement, shall also result in an award of a reasonable attorney's fee to the prevailing party by the court. A copy of this Agreement may be filed in the records of the county where the property is located without the plans and specifications referred to below.

9. Any new wastewater facilities connected to the District's regional wastewater system shall be constructed at Owner's expense in accordance with final plans and specifications approved by the District, a copy of which shall be kept on file at the office of the District. Said final construction plans and specifications shall be prepared and carried out in accordance with uniform District rules and regulations.

10. The Owner shall pay to the District prior to connection to the Regional Wastewater System of the District, an amount which bears a substantial relationship to actual cost in addition to the other fees and charges referred to herein to defray the District's expense of administration, engineering, inspection and legal services, for which sums the District is under no obligation to account to the Owner.

11. All sewer systems and wastewater facilities on public property, public easement or public right-of-way shall be dedicated to the District, subject to approval and acceptance by the District.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13 day of December, 19 79.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

[Signature]  
Title Executive Director

Owner Hal B. Chase, Inc.

By Palmfields, Inc.

Title Vice-President

For purposes of this Agreement the official address of the District shall be as follows:

Loxahatchee River Environmental Control District  
Post Office Box 396  
Jupiter, Florida 33458

For purposes of this Agreement the official address of the Owner shall be as follows:

Palmfields, Inc.  
P.O. Box 1273  
Jupiter, Florida 33458

B3209 P1503

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

Before me personally appeared Hal Chase  
\_\_\_\_\_ to me well known and known to me  
to be the individual described in and who executed the  
foregoing instrument and acknowledged to and before me  
that he executed such instrument and that said instrument  
is the free act and deed of said Individual.

IN WITNESS WHEREOF I have hereunto set my hand  
and official seal this 13 day of December,  
19 79.

*Sam M. Wilkin*  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 22, 1983  
Bonds by American Fidelity & Guaranty Company

83209 P1584

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

Before me personally appeared \_\_\_\_\_

J. Roger Anderson

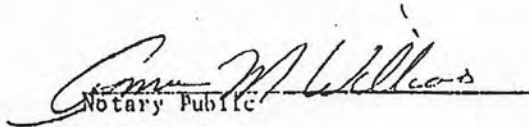
to me well known and known to me to be the individual described  
in and who executed the foregoing instrument as \_\_\_\_\_

Executive Director

of the above named Loxahatchee River Environmental Control District  
and severally acknowledged to and before me that he executed  
such instrument as such officer(s) of said District, and that  
the seal affixed thereto is the seal of said District and that  
it was affixed to said instrument by due and regular authority,  
and that said instrument is the free act and deed of said District.

WITNESS my hand and official seal, this 13 day of

December, 19 79.

  
Notary Public



Notary Public, State of Florida at Large  
My Commission Expires Aug. 22, 1983  
Issued by American Title & Casualty Co., Inc.

B3209 P1585

Exhibit "A"  
Legal Description

First: All of Section 11, Township 41 South, Range 42 East,  
Less and except, however, the southwest quarter of the south-  
east quarter of said Section 11, Palm Beach County, Florida;

Second: The west half of the southwest quarter of Section 2,  
Township 41 South, Range 42 East, Palm Beach County, Florida.

B3209 P1586

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN S. DUNKLE  
CLERK CIRCUIT COURT

86 005640

1986 JAN -7 PM 3:33

*g*

84760 P0276

MODIFICATION OF AGREEMENT

This Modification of Agreement is made and entered into this <sup>2<sup>nd</sup></sup> day of JAN, 1986, by and between LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as the "District", and RESTIGOUCHE, INC., hereinafter referred to as the "Developer".

WHEREAS, the District and the predecessor to the Developer entered into that certain Agreement dated December 13, 1979, and recorded in Official Record Book 3209, Page 1580, Public Records of Palm Beach County, Florida; and,

WHEREAS, the legal description attached to the said Agreement included real property of the developer in addition to that, which was the subject of the Agreement; and,

WHEREAS, the parties wish to modify this Agreement to substitute the correct legal description for the Agreement and to release and discharge all other property of the Developer from the terms of the Agreement as originally stated in the Agreement.

WHEREAS, Restigouche, Inc., is the successor by merger to Palmfields-Three Seasons, Ltd.

NOW, THEREFORE, the parties agree as follows:

1. The legal description as attached on Exhibit A to the Agreement is deleted and by this modification is amended to read in whole as follows:

All real property the subject of the Plat of MAPLEWOOD, Plat No. 1 of Phase One as recorded in Plat Book 42, Pages 63 through 65, inclusive, Public Records of Palm Beach County, Florida.

2. The District hereby releases and discharges from the operation and effect of the Agreement all real property as described in the Agreement other than the real property as specifically described in this modification.

IN WITNESS WHEREOF, the parties hereto have executed this modification the day and year first above written.

This instrument was prepared by  
PAUL E. FICAROTTI  
c/o Messrs. Rogers, Lindsey & Chambers  
320 Royal Poinciana Plaza  
P.O. Box 431  
Palm Beach, Florida 33480

Witnesses  
[Signature]  
Anna M. Williams

RESTIGOUCHE, INC.

By Hal G. Chase

Attest:

(CORPORATE SEAL)

Witnesses:  
[Signature]  
Anna M. Williams

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By J. Roger Anderson

Attest:

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS.

The foregoing was acknowledged before me by Hal G. Chase and [Signature] as Vice-President and [Signature] respectively of Restigouche, Inc., this 2 day of January, 1986.

(NOTARY SEAL)

Anna M. Williams  
Notary Public

My Commission Expires:

NOTARY PUBLIC COMMISSION  
STATE OF FLORIDA  
EXPIRES 12/31/86

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS.

The foregoing was acknowledged before me by J. Roger Anderson and [Signature] as Executive Director and [Signature] respectively of the Loxahatchee River Environmental Control District, this 2 day of January, 1986.

(NOTARY SEAL)

RECORD VERIFIED  
PALM BEACH COUNTY, FLA Anna M. Williams  
JOHN B DUNKLE  
CLERK CIRCUIT COURT Notary Public

My Commission Expires:

NOTARY PUBLIC COMMISSION  
STATE OF FLORIDA  
EXPIRES 12/31/86

84760 P02 11



STONEBRIAR

OCT-23-1990 02:41PM 90-304533

This Instrument Prepared by and Return to:  
 LOXAHATCHEE RIVER ENVIRONMENTAL  
 CONTROL DISTRICT  
 2500 Jupiter Park Drive  
 Jupiter, Florida 33458-2500  
 (DED501.T-[12,10]-02/07/89-SLW)

ORB 6620 Pg 304

Con 10.00 Doc .55  
 JOHN B DUNKLE, CLERK - PB COUNTY, FL

SEWER EASEMENT DEED

THIS EASEMENT, made this 26<sup>th</sup> day of SEPTEMBER, 1989, between  
ACC HOMES CORPORATION  
 hereinafter called the "Grantor", and the LOXAHATCHEE RIVER ENVIRONMENTAL  
 CONTROL DISTRICT, an Agency of the State of Florida, created by a Special Act  
 of the Legislature, Chapter 71-822 as amended, of 2500 Jupiter Park Drive,  
 Jupiter, Florida 33458-2500, its successors and assigns, herein called the  
 "Grantee".

WITNESSETH

That the Grantor, and all other persons claiming by, through or under  
 Grantor, or either of them, their predecessors in title, or their heirs,  
 assigns or legal representatives by virtue of any deeds of conveyances to the  
 land described herein, for and in consideration of the sum of TEN DOLLARS  
 (\$10.00), to it in hand paid by the said Grantee, together with all other  
 covenants made by the Grantee and contained herein, has granted, bargained  
 and sold to the Grantee, its successors and assigns, a permanent Easement,  
 on the parcel of property described in Exhibit "A" attached hereto and made  
 a part hereof for all purposes connected with the use, ingress, egress,  
 construction, repair, replacement, installation, improvement, and maintenance  
 of sewer facilities and facilities for the transport of secondarily treated  
 waste, other liquid form product of Grantee's sewage treatment plant, or  
 sewerage, including but not limited to transmission mains, force mains,  
 manholes, lift stations, collection lines, pipes, pumps, connections,  
 ditches, meters and all other related appurtenances having the capacity for  
 use in connection with the collection or transmission of wastewater of any  
 nature or originating from any source either on or off the property of  
 Grantee; and reserving unto the Grantor an Easement over the described  
 property for the purposes of ingress and egress to Grantor's property.  
 Grantee shall maintain and repair Grantee's facilities as there shall be  
 occasion from time to time hereafter, and Grantee shall restore the grass of  
 Grantor (but not Improvements as set forth below) to the similar condition  
 that was existent thereon prior to any entry or entries by Grantee pursuant  
 to this Easement Deed.

"Improvements" shall mean anything other than grass, including but not  
 limited to any type of structure, pavement, surfacing, landscaping (except  
 grass), building, and the like.

Grantor shall not make any Improvements to the property described  
 herein without the prior written consent of Grantee which Grantee may  
 withhold in its sole discretion. In the event an Improvement needs to be  
 removed in the opinion of Grantee, or is removed or damaged by or on behalf  
 of Grantee, in connection with Grantee's use of the Easement, Grantee shall  
 not be liable for any such removal or damage of the Improvement. Any and all  
 Improvements are at the sole risk and expense of Grantor. Any expense of  
 Grantee caused by the existence of an Improvement shall be the responsibility  
 of Grantor.

This Easement and the agreements contained herein are binding upon  
 Grantor, its heirs, administrators, personal representatives, successors  
 and/or assigns.

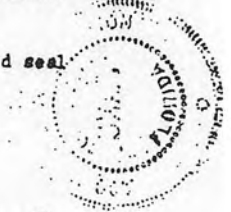
Grantor is seized in fee simple and in possession of lands described  
 herein and does fully warrant title to said property and will defend the same  
 against any lawful claims of all persons whomsoever.

ORB 6620 Ps 305

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date and year first above written:

Signed, sealed and delivered in the presence of:

GRANTOR:



[Signature]  
[Signature]

By: [Signature]  
Attest: [Signature], Secretary

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this day, before me, personally appeared CHARLES G. NICKSON, PRESIDENT, ACC HOMES COOP.

to me well known and known to me to be the person(s) described in and who executed and acknowledged to and before me that he/they executed, as Grantor, the foregoing Easement Deed, and that he/they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of September, 1998.

[NOTARY SEAL]

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA TEXAS  
My Commission expires: 11-25-91

ORB 6620 Pg 306

EXHIBIT "A"

All Rights-of-way, sewerage, drainage and utility easements as indicated on the plat of STONEBRIAR  
AT MAPLEWOOD . . . as recorded in the Official Records of Palm Beach County, Florida, Book 64 , Pages 122+123 .

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

RETURN TO:  
Moyle, Flanigan, Katz,  
FitzGerald & Sheehan, P.A.  
Wilton L. White, Esquire  
P.O. Box 3888  
West Palm Beach, FL 33402

AUG-30-1991 04:17PM 91-250634  
ORB 6943 Pg 1417

PREPARED BY:  
Moyle, Flanigan, Katz,  
FitzGerald & Sheehan, P.A.  
Wilton L. White, Esquire  
P.O. Box 3888  
West Palm Beach, FL 33402

[Space above this line for recording data.]

082391-1  
1992I

ASSIGNMENT OF DEVELOPER'S RIGHTS

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS ("Assignment") is made and executed this 30th day of August, 1991 by BARNETT BANK OF PALM BEACH COUNTY, a Florida banking corporation, ("Assignor"), to M/I SCHOTTENSTEIN HOMES, INC. d/b/a M/I HOMES, a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor, as "Developer", is the holder of certain rights under that certain Declaration of Covenants and Restrictions for Stonebriar at Maplewood recorded in Official Records Book 6409, Page 440 of the Public Records of Palm Beach County, Florida ("Declaration"), pursuant to that certain Assignment recorded in Official Records Book 6409, Page 440 of the Public Records of Palm Beach County, Florida;

WHEREAS, Assignee desires to become the "Developer" under the Declaration;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Assignor hereby sells, assigns, grants, transfers and sets over unto Assignee all of the rights and obligations of Developer under the Declaration and hereby designates Assignee as the Developer.

ORE 6943 Pg 1418

3. Assignee hereby accepts and assumes all the rights and obligations of the Developer under the Declaration.

4. Assignee may only assign the rights of the Developer under the Declaration with the written joinder of Assignor unless such assignment is made to Assignor.

IN WITNESS WHEREOF, Assignor has executed and delivered to Assignee this Assignment as of the date first above written.

Signed, sealed and delivered in the presence of:

BARNETT BANK OF PALM BEACH COUNTY, a Florida banking corporation

(1) Wilton L. White  
Name: Wilton L. White

By: George Binstead  
Name: George Binstead  
Its Senior Vice President

(2) Debra F. Lindstrom  
Name: Debra F. Lindstrom

(CORPORATE SEAL)

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 30th day of August, 1991, by George Binstead, as Senior Vice President of BARNETT BANK OF PALM BEACH COUNTY, a Florida banking corporation, on behalf of said corporation.

Wilton L. White  
Notary Public  
Wilton L. White  
My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: MAY 31, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

This instrument prepared by and  
return to:  
Clinton R. Yerkes  
Loxahatchee River Environmental  
Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458-8964

MAR-10-1992 02:22pm 92-069581

ORB 7151 Pg 1711

**ASSIGNMENT OF INTEREST IN DEVELOPER'S AGREEMENT**

This Assignment, made and entered into this \_\_\_\_ day of December, 1991, by and between the undersigned party ("Assignor") to a Developer's Agreement with the Loxahatchee River Environmental Control District, hereinafter called "ENCON", and the party to which Assignor desires to assign its rights under the aforesaid Agreement, hereinafter called "Assignee".

WHEREAS, Assignor has entered into a Developer's Agreement dated the 13th day of December, 1979, as same is recorded in Official Record Book 3209, Pages 1580 through 1586, as amended by Modification of Agreement dated January 2, 1986, recorded in Official Record Book 4760, Page 276, of the Public Records of Palm Beach County, Florida with ENCON, for a total of 965 equivalent connections; and

WHEREAS, the aforesaid Agreement with ENCON provides for the right of Assignor to assign its rights under the aforesaid Agreement, subject to the consent and approval of ENCON; and

WHEREAS, Assignee agrees to be bound by all the terms and conditions of the aforesaid Agreement between Assignor and ENCON.

NOW, THEREFORE, in consideration of the mutual covenant herein contained, the parties hereto agree as follows:

1. The Assignor hereby grants, transfers, conveys and assigns to Assignee, the right, title and interest of Assignor in and to the aforesaid Developer's Agreement, to the extent of 11.25 equivalent connections, which shall be applicable to the property described in Exhibit A hereto.

2. Assignee, by execution of this Agreement, hereby agrees to be bound by all the terms and conditions of the subject agreement between Assignor and ENCON, to the extent of the assignment of equivalent connections hereunder.

3. ENCON, by its execution hereof, acknowledges the assignment and approves same, from Assignor to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this aforesaid Assignment of Interest in Developer's Agreement the date first aforesaid.

ORB 7151 Pg 1712

WITNESSES:

*John L. Kothals*  
 Print or Type Name: John L. Kothals  
*Maureen C. Lee*  
 Print or Type Name: Maureen C. Lee

ASSIGNOR:

RESTIGOUCHE, INC.  
 By: *Paul B. Erickson*  
 Paul B. Erickson  
 its Vice President and  
 Secretary

ASSIGNEE:

STATE FARM MUTUAL AUTOMOBILE  
 INSURANCE CORPORATION  
 By: *Roger J. Lehman*  
 Print or Type Name: Roger J. Lehman  
 its Vice President

LOXAHATCHEE RIVER ENVIRONMENTAL  
 CONTROL DISTRICT  
 By: *Richard C. Dent*  
 Print or Type Name: Richard C. Dent  
 its Executive Director

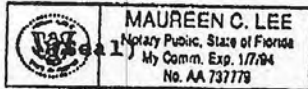
*Gary G. Miller*  
 Print or Type Name: Gary G. Miller  
*Deborah L. O'Connell*  
 Print or Type Name: Deborah L. O'Connell

*William H. Yarkes*  
 Print or Type Name: William H. Yarkes  
*Karin Smith*  
 Print or Type Name: Karin Smith

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

Before me, personally appeared Paul B. Erickson, Vice President and Secretary of RESTIGOUCHE, INC., known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 30<sup>th</sup> day of December, 1991.



*Maureen C. Lee*  
 Maureen C. Lee  
 Notary Public, State of Florida  
 My Commission Expires:

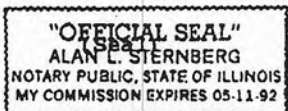
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

Before me, personally appeared *Roger J. Lehman*  
 Vice President of STATE FARM MUTUAL AUTOMOBILE INSURANCE CORPORATION, known to me to be the person described in and who

ORB 7151 Pg 1713

executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 24 day of December, 1991.



Alan L. Sternberg  
Print or Type Name:  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

Before me, personally appeared Richard C. Dent II, Executive Director of LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, ~~Vice President and Secretary of PESTIGOUCHE, INC.~~, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the said Loxahatchee River Environmental Control District for the purposes and consideration therein expressed, and in the capacity therein stated.

<sup>25</sup> WITNESS my hand and official seal this 25 day of December, <sup>February</sup> 1991.

(Seal)

William H. Williams  
Print or Type Name: William H. Williams  
Notary Public, State of Florida  
My Commission Expires: 01/27/93



ORB 7151 Pg 1714

EXHIBIT "A"

Legal Description

First: All of Section 11, Township 41 South, Range 42 East, less and except, however, the southwest quarter of the southeast quarter of said Section 11, Palm Beach County, Florida;

Second: The west half of the southwest quarter of Section 2, Township 41 South, Range 42 East, Palm Beach County, Florida.

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
CLERK CIRCUIT COURT

MAY-18-1992 03:30pm 92-152579

ORB 7248 Pg 449

This instrument prepared by and return to:  
Clinton R. Yerkes  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458-8964

**CORRECTIVE  
ASSIGNMENT OF INTEREST IN DEVELOPER'S AGREEMENT**

This Assignment, made and entered into this \_\_\_\_ day of April, 1992, by and between the undersigned party ("Assignor") to a Developer's Agreement with the Loxahatchee River Environmental Control District, hereinafter called "ENCON", and the party to which Assignor desires to assign its rights under the aforesaid Agreement, hereinafter called "Assignee".

WHEREAS, Assignor has entered into a Developer's Agreement dated the 13th day of December, 1979, as same is recorded in Official Record Book 3209, Pages 1580 through 1586, as amended by Modification of Agreement dated January 2, 1986, recorded in Official Record Book 4760, Page 276, of the Public Records of Palm Beach County, Florida with ENCON, for a total of 905 equivalent connections; and

WHEREAS, the aforesaid Agreement with ENCON provides for the right of Assignor to assign its rights under the aforesaid Agreement, subject to the consent and approval of ENCON; and

WHEREAS, Assignee agrees to be bound by all the terms and conditions of the aforesaid Agreement between Assignor and ENCON; and

WHEREAS, the Parties executed an Assignment of Interest in Developer's Agreement which was recorded in Official Record book 7151, Page 1711, Public Records of Palm Beach County, Florida, which contained an incorrect legal description.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Assignor hereby grants, transfers, conveys and assigns to Assignee, the right, title and interest of Assignor in

ORB 7248 Pg 450

and to the aforesaid Developer's Agreement, to the extent of 11.25 equivalent connections, which shall be applicable to the property described in Exhibit A hereto, which is the correct legal description of the property. The legal description of the property as attached to the original Assignment of Interest recorded in Official Record Book 7151, Page 1711 (which is Exhibit B hereto) is incorrect and Exhibit A hereto is substituted for that incorrect description. The property described in Exhibit B hereto is discharged from the effect of the original Assignment.

2. Assignee, by execution of this Agreement, hereby agrees to be bound by all the terms and conditions of the subject agreement between Assignor and ENCON, to the extent of the assignment of equivalent connections hereunder.

3. ENCON, by its execution hereof, acknowledges the assignment and approves same, from Assignor to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this aforesaid Corrective Assignment of Interest in Developer's Agreement the date first aforesaid.

WITNESSES:

*Pamela Murphy*  
Pamela Murphy  
Print or Type Name  
*Cynthia L. Rydman*  
Cynthia L. Rydman  
Print or Type Name

*Alan L. Sternberg*  
Alan L. Sternberg  
Print or Type Name  
*Gary G. Miller*  
Gary G. Miller  
Print or Type Name

*Karin Smith*  
Karin Smith  
Print or Type Name  
*Clinton R. Dent*  
Clinton R. Dent  
Print or Type Name

ASSIGNOR:

RESTIGOUCHE, INC.  
By: *Paul B. Erickson*  
Paul B. Erickson  
Its Vice President and  
Secretary

ASSIGNEE:

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE CORPORATION  
By: *Bruce Callis*  
Bruce Callis, Vice Pres.  
Print or Type Name

Its:

LOUAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT  
By: *Richard C. Dent*  
Richard C. Dent  
Print or Type Name

Its: Executive Director

ORB 7248 Pg 451

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

Before me, personally appeared Paul B. Erickson, Vice President and Secretary of RESTIGOUCHE, INC., personally known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 27th day of March, 1992.

(NOTARIAL SEAL) PAMELA L. MURPHY



Notary Public, State of Florida  
My Comm. Exp. 2-6-94  
No. AA 742339

Pamela L. Murphy  
Notary Public, State of Florida  
Commission Number: AA 742339

STATE OF Illinois )  
COUNTY OF McLean )

Before me, personally appeared Bruce Callis, Vice President of STATE FARM MUTUAL AUTOMOBILE INSURANCE CORPORATION, personally known to me to be the person described in and who executed the foregoing instrument or has produced as identification, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 11th day of May, 1992.

"OFFICIAL SEAL"  
MARY JANEAN NECESSARY  
NOTARY PUBLIC, STATE OF ILLINOIS  
(NOTARIAL SEAL)  
MY COMMISSION EXPIRES 4-9-93

Mary Janean Necessary  
Mary Janean Necessary  
Print or Type Name  
Notary Public, State of Illinois  
Commission Number: N/A

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

Before me, personally appeared Richard C. Dent, II, Executive Director of LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument or has produced as identification, and acknowledged to me that he executed the same as the act and deed of the said Loxahatchee River Environmental Control District for the purposes and consideration therein expressed, and in the capacity therein stated.

ORB 7248 Pg 452

WITNESS my hand and official seal this ~~30~~ day of ~~November~~ 1992.

(NOTARIAL SEAL)

*Anna M. Williams*

Anna M. Williams

Print or Type Name  
Notary Public, State of Florida  
Commission Number:



ORB 7248 Pg 453

Exhibit "A"

Lot 1 of the REPLAT OF PARCEL C-1, MAPLEWOOD CENTER, recorded in Plat Book 68, Pages 112 and 113, of the Public Records of Palm Beach County, Florida.

Exhibit "B"

All of Section 11, Township 41 South, Range 42 East, less and except, however, the southwest quarter of the southeast quarter of said Section 11, Palm Beach County, Florida.

The west half of the southwest quarter of Section 2, Township 41 South, Range 42 East, Palm Beach County, Florida.



RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
CLERK CIRCUIT COURT